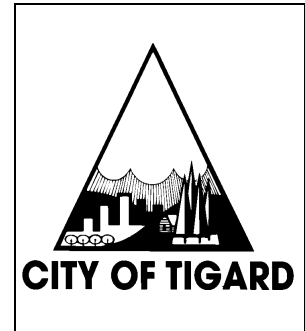


TIGARD CITY COUNCIL
BUSINESS MEETING

December 18, 2001 6:30 p.m.

TIGARD CITY HALL
13125 SW HALL BLVD
TIGARD, OR 97223



PUBLIC NOTICE:

Assistive Listening Devices are available for persons with impaired hearing and should be scheduled for Council meetings by noon on the Monday prior to the Council meeting. Please call 503-639-4171, Ext. 309 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

Upon request, the City will also endeavor to arrange for the following services:

- Qualified sign language interpreters for persons with speech or hearing impairments; and
- Qualified bilingual interpreters.

Since these services must be scheduled with outside service providers, it is important to allow as much lead-time as possible. Please notify the City of your need by 5:00 p.m. on the Thursday preceding the meeting date by calling: 503-639-4171, x309 (voice) or 503-684-2772 (TDD - Telecommunications Devices for the Deaf).

SEE ATTACHED AGENDA

A G E N D A
TIGARD CITY COUNCIL WORKSHOP MEETING
December 18, 2001

6:30 PM

- STUDY SESSION
 - > DISCUSSION OF REGIONAL DRINKING WATER AGENCY INITIATIVE
 - > JOINT MEETING WITH THE BUDGET COMMITTEE
 - Briefing on the preliminary financial forecast
 - Briefing on the budget preparation process
 - New library construction project update
 - Bull Mountain Annexation Study update
 - > UPDATE ON THE WASHINGTON SQUARE REGIONAL CENTER PLAN IMPLEMENTATION PROGRAM
- EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.

7:30 PM

1. BUSINESS MEETING
 - 1.1 Call to Order - City Council & Local Contract Review Board
 - 1.2 Roll Call
 - 1.3 Pledge of Allegiance
 - 1.4 Council Communications & Liaison Reports
 - 1.5 Call to Council and Staff for Non-Agenda Items
2. VISITOR'S AGENDA (Two Minutes or Less, Please)
3. CONSENT AGENDA: These items are considered to be routine and may be enacted in one motion without separate discussion. Anyone may request that an item be removed by motion for discussion and separate action. Motion to:
 - 3.1 Approve Council Minutes for October 23, 2001

- 3.2 Receive and File:
 - a. Update on Progress for Review and Amendment of the Tigard Municipal Code
 - 3.3 Adopt a Resolution Establishing Annual Adjustments to Parks System Development Charges – Resolution No. – 01 - _____
 - 3.4 Adopt Resolutions Acknowledging City Sponsored Events and Approving the Modified Standard Agreements for the:
 - a. Balloon Festival – Resolution No. 01 - _____
 - b. Fourth of July Event – Resolution No. 01 - _____
 - c. Broadway Rose Theater – Resolution No. 01- _____
 - 3.5 Appoint Gretchen Buehner, Jodie Bienerth, and Eileen Webb as Members of the Planning Commission, and appoint Tom Wolch as Alternate to the Planning Commission – Resolution No. 01 - _____
 - 3.6 Local Contract Review Board (LCRB)
 - a. Adopt a Resolution Granting an Exemption to the City Purchasing Rules (10.015) and Allowing Oregon Electric Group to Continue to Perform the Energy Conservation Retrofit Rebate Program of City Facilities - (LCRB) Resolution No. 01 - 02
 - b. Approve Engineering Services Contract with Century West Engineering Corporation to Complete Design of Gaarde Street Improvements, Phase 2
 - 3.7 Approve an Intergovernmental Agreement with the City of Beaverton for the Construction of a Water System Intertie, and Authorize the City Manager to Sign the Agreement
- *Consent Agenda - Items Removed for Separate Discussion: Any items requested to be removed from the Consent Agenda for separate discussion will be considered immediately after the Council has voted on those items which do not need discussion.*

4. INTRODUCTION OF GRETCHEN BUEHNER, JODIE BIENERTH, AND EILEEN WEBB AS MEMBERS OF THE PLANNING COMMISSION, AND INTRODUCTION OF TOM WOLCH AS ALTERNATE TO THE PLANNING COMMISSION
 - Mayor Griffith
5. CONSIDER AN OPTION TO PURCHASE PROPERTY FOR THE PROPOSED NEW LIBRARY SITE PENDING THE APPROVAL OF THE PASSAGE OF THE BOND MEASURE BY TIGARD VOTERS
 - a. Staff Report: Library Staff
 - b. Council Discussion
 - c. Council Motion: Should Council approve the option to purchase property for the proposed new library?

6. PUBLIC HEARING ON A BALLOT MEASURE FOR THE MAY 21, 2002, ELECTION FOR GENERAL OBLIGATION BONDS FOR A NEW LIBRARY. (The Bond Measure includes: property acquisition; building design, construction, and furnishings; street improvements; and parking.)
 - a. Open Public Hearing
 - b. Staff Report: Library Staff
 - c. Public Testimony
 - d. Council Discussion
 - e. Close Public Hearing
 - f. Council Consideration: Resolution No. 01 - _____
7. UPDATE ON THE TREE LIGHTING EVENT FROM THE TIGARD CENTRAL BUSINESS DISTRICT ASSOCIATION
 - a. Staff Report: Community Development Department
 - b. Council Discussion
8. COUNCIL LIAISON REPORTS
9. NON AGENDA ITEMS
10. EXECUTIVE SESSION: The Tigard City Council may go into Executive Session. If an Executive Session is called to order, the appropriate ORS citation will be announced identifying the applicable statute. All discussions are confidential and those present may disclose nothing from the Session. Representatives of the news media are allowed to attend Executive Sessions, as provided by ORS 192.660(3), but must not disclose any information discussed. No Executive Session may be held for the purpose of taking any final action or making any final decision. Executive Sessions are closed to the public.
11. ADJOURNMENT

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CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Discussion of Regional Drinking Water Agency Initiative

PREPARED BY: Ed Wegner DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Public Works staff will update the City Council and the Intergovernmental Water Board on the progress and future timetable of the Regional Drinking Water Initiative.

STAFF RECOMMENDATION

Staff to review the presentation on the Regional Drinking Water Agency Initiative. At the January 15, 2002 City Council workshop, will discuss with IWB partners our next steps for continuing with this process.

INFORMATION SUMMARY

On April 25, 2001, the Portland City Council passed a resolution (#35994) directing the Commission to work with elected officials in the Region to identify and analyze alternative institutional governance arrangements for water utilities. This resolution also directed the Bureau to provide assistance to the Commission in working jointly with management staff of other water utilities in pursuit of preferred alternatives.

Two general meetings were held in May and June for elected officials, staff, citizen groups and individual citizens to discuss the concept of a regional drinking water supply and transmission agency. After this meeting, staff from the participating agencies began working together to develop criteria, conduct research on various governance models and develop recommendations. On October 18th a follow up meeting was held to obtain public comment. On November 15, 2001 the staff completed an in depth briefing for elected officials and representatives on the proposed criteria and analysis of governance models.

A report to investigate the potential for new arrangements for providing water utility service in the metropolitan area is being developed. The report will discuss the criteria and discussion of some governance alternatives, and recommendation on how we might choose to continue our investigation. Once the draft report is complete, a copy will be sent to each of you.

OTHER ALTERNATIVES CONSIDERED

- Work with Portland on a wholesale contract.
- Continue working with the Joint Water Commission and others to study alternatives for additional water source in the Hagg Lake area.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Securing a long-term water supply is both a Council and Vision Task Force goal

ATTACHMENT LIST

- Portland City Council Resolution #35994
- Minutes of October 18, 2001 - Public comment meeting
- Copy of Power Point of November 15, 2001 meeting
- Minutes of November 15, 2001 meeting
- Regional Drinking Water Supply Initiative Criteria
- Institutional agreements

FISCAL NOTES

This water supply option will have a financial impact on the rate payer of the water services area. We are not yet far enough along to develop projected costs.

The next step agreement may be a commitment of agencies to proceed with the next steps and contribute \$10,000 each towards that effort.

RESOLUTION No. 35994

Endorse the development of a regional water entity including the Portland Water Bureau and direct the Commissioner-in-Charge to work with elected officials and water agencies to study the interest, feasibility, and creation of such an entity and report to the Council no later than September 15, 2001 (Report)

The City of Portland ordains:

- Whereas, the Portland Water Bureau has provided high quality drinking water to residents of both the City of Portland and other cities and special water districts in the Portland metropolitan area for over 82 years; and
- Whereas, in 1979, nineteen cities and water districts signed 25-year wholesale contracts for the purchase of water from the City of Portland; and
- Whereas, the Portland Water Bureau now provides drinking water for over 840,000 Oregonians; and
- Whereas, in 1989, the Water Bureau began discussions with the metropolitan area water providers as to how they might work together to plan for future long term water supply and transmission needs; and
- Whereas, in 1993 the regions' water providers jointly funded a series of studies and plans to meet future needs, and elected officials approved the resulting Regional Water Supply Plan in 1996; and
- Whereas, in 1996, the region's elected officials formed and serve on the Regional Water Supply Consortium to guide water supply planning; and
- Whereas, in 1997 the Water Bureau also began preliminary discussions with its wholesale customers to develop new long term wholesale contracts; and
- Whereas, for some time, and in several forums, there have also been discussions in the region about the feasibility of the formation of one or more regional water authorities, or similar entities; and
- Whereas, the Portland metropolitan area has adequate, high quality water resources to meet the needs of fish, people and the environment; however the region lacks sufficient storage and transmission to develop these resources in the most efficient, effective manner; and

- Whereas; the competing demands for water resources for municipal and industrial needs, the listing of threatened and endangered species, the designation of in-stream flow requirements, increasingly expensive treatment mandates, stringent water quality regulations and unprecedented growth, make it incumbent on all water utilities to maximize the use of the best water sources as efficiently as possible; and
- Whereas; developing these resources in a more coordinated regional manner will provide far greater benefits to the region's citizens than a series of individual water development projects; and
- Whereas; it may be easier, less costly, and obtainable in a more timely manner, if the institutional framework for pursuing these resources were within one operational regional entity;
- Whereas; the Commissioner-In-Charge of the Water Bureau has briefed the Council on these issues and ideas, and the Council is fully supportive of pursuing further work in this arena;

NOW THEREFORE, BE IT RESOLVED THAT:

1. The Commissioner-In-Charge of the Water Bureau is directed to work with other elected officials in the region to identify and analyze alternative institutional and governance arrangements for water utilities;
2. The Water Bureau is directed to provide staff assistance to the Commissioner-In-Charge and to work jointly with managers and staff of other water utilities in the pursuit of preferred alternatives;

AND BE IT FURTHER RESOLVED THAT:

1. The Commissioner-In-Charge will report back to the Council and other elected officials and water utilities in the region with their jointly developed preliminary assessment no later than September 15, 2001.

Adopted by the Council, **APR 25 2001**

Commissioner Erik Sten
Jeanne LeJeune
April 19, 2001

GARY BLACKMER
Auditor of the City of Portland

Deputy Auditor

Regional Drinking Water Supply Initiative

Public Comments on Proposed Criteria

October 18, 2001

And

Verbatim Notes from Groups and Individuals

A meeting of the Regional Drinking Water Supply Initiative for citizens was held October 18, 2001 at Metro. The purpose of the meeting was to gain citizen input into the criteria that would be applied to options for a regional drinking water supply agency's governance model. The criteria have been developed by the staff of the 13 participating water agencies.

Metro Councilor Rex Burkholder welcomed the group and gave a brief overview of the services that Metro provides. Greg DiLoreto of the Tualatin Valley Water District gave background information to the 54 attendees. He introduced staff to the project and identified the 13 participating agencies (Cities: Beaverton, Gresham, Hillsboro, Portland, Tigard and Tualatin; water districts: Clackamas River Water, Clean Water Services, Powell Valley Road, Tualatin Valley, and West Slope; PUD's: Rockwood; water authorities: Sunrise)

Mr. Diloreto indicated that staff developed and refined the criteria as their first task, and then researched over 30 governance models from throughout the United States and Canada. He reviewed the purpose of the meeting, and gave attendees information on the timeline for completion of the project. He said there would be additional meetings and there would be more opportunities for public comment. He said the information gathered at this meeting would be included in the written report to the participating elected officials. He then introduced Ed Tenny, of HDR Consulting who reviewed each of the criteria and provided background information on the intent of each criteria. The 16 citizens attending the meeting were then divided into four groups, given the proposed criteria and chart-packs and asked to write their comments and suggestions. They then reported their comments back to the full group.

At the conclusion of the meeting, Mark Knudson of the Portland Water Bureau referred to the next steps in the project and again reviewed the timeline, the tasks, and the next public meetings. There was a question as to what the venue was for public comment on the Rockwood, Gresham and Clackamas River Water proposed pipeline, and an expression of frustration that there was no one place to go to, to voice opposition to that project. There were also requests from citizens to be kept informed of the next steps, and to build in opportunities for public comments at every future meeting.

The first item below is the comments or questions that were posed to Ed Tenny as he described each criteria. Following that are the verbatim notes from each group which is their input to the criteria. The groups are numbered by the sequence in which they reported their comments to the larger group as a whole. Following the notes from the

four groups are individual comments that were submitted in writing either at this meeting or afterward.

Comments or Questions From The Public As the Criteria Were Being Described.

1. I thought this started out as the Bull Run Agency, how did it get beyond this?
2. What about the cost of creating this agency; neighborhood associations in east county are already unhappy about costs.
3. Do the patrons get to vote?
4. Would the whole area be in one taxing district for raising the capital?
5. What does "point of delivery mean"?
6. Are all of the systems hooked together now?
7. What will happen to the Powell Valley Road Water District?
8. What about wells, would they go to this new agency?
9. Is this for water only? Some of us want the new agency to generate electricity too.
10. How many people will be on the board?
11. Why is there a suggested form?
12. This morning's article in The Oregonian inferred the Board wouldn't be elected, is that true?

Group #1

1. Why such short public notice? (i.e. only 16 citizens here; Oregonian article on 10/18/01.)
2. Tendency to preserve each district/jobs should be to reduce jobs and be more efficient! (i.e. create another layer of government.)
3. How will expansion be handled? (i.e. there were plans to build 3rd dam, now not in favor; if done may not be in the situation we are in) or filtration plant, raise the dam.
4. Emphasis on public perception (i.e. Willamette River bad; ASR cure for all ills; 3rd dam not environmentally sensitive).
5. Next meeting?
6. How would this be approved? Public vote? Inter-agency agreement?
7. Common contract for all members?
8. Postage stamp rates! Creates everybody equal (i.e. people far away pay same as those close to Bull Run).
9. Why not just renegotiate contracts before creating new agency? Is new agency really necessary?
10. Who sets standards? How and to whom does public address concerns? (i.e. quality)
11. How does Clark County Washington figure into this?
12. Is this the prelude to privatization?
13. Concern shall be elected – citizen involvement on the board.

Group #2

1. Criteria #1 - Change word "members" to "providers".
2. Criteria #4 - Change word "agency" to "area" and "needs of the area".
3. Criteria #5 - Agencies should retain rights to their distribution system, and assets.

Group #2 (Continued)

4. Criteria # 8 - Want ability to expand authority of the agency and utilize the State constitution provision to finance improvements – power generation for dams. (Article II, Section D of the Oregon Constitution.)
5. Criteria #10 – Agency needs to be made up of elected officials from the area they represent.
6. Criteria # 17 - Some infrastructure needs to be kept by the individual providers in their area – the agency will be responsible for:
 - A.) the dam
 - B.) the conduit
 - C.) the filter plant
 - D.) Powell Butte Dist.
 - E.) Trunk lines to providers.
7. Criteria # 18 - Citizens should have a right to vote in the providers areas.

Group #3

1. Do not have to buy all water from agency. May be some water a district does not want. Work with highest quality water first. No Columbia and Willamette.
2. As above (referring to criteria #1.)
3. Backup supplies – aquifer storage and recovery included.
4. Remove the word “all” and add “*plan and build supply transmission as far as Powell Butte.*”
5. Don’t turn over water rights.
6. Ok (referring to criteria #6.)
7. No clear-cutting (let the flowers bloom).
8. Each agency sets customer rates.
9. Power generation.
10. Elected by district population.
11. Direct access to elected officials.
12. Ok, but bigger does not always mean better. (referring to criteria #12)
13. Maximize public input to water source.
14. Ok (referring to criteria #14).
15. Define water resources.
16. Ok (referring to criteria #16).
17. Ok (referring to criteria #17).
18. Ok (referring to criteria #18).
19. Sustainable watershed management plan.

Group #4

1. Concerns about “all water”. Some are opposed to a certain source...the Willamette River.
2. “All water” should be considered.
3. If you are a member you are turning over your water rights...existing and future.

Group #4 (Continued)

4. The citizens served should have input on the source of the water they are provided, have a vote.
5. We should have public meetings and/or voter approval on new water sources.
6. Will it be possible for an individual member to exclude a specific source?
7. Where will “objective information” about water sources and water quality come from. Will we be in complete reliance on the supply agency for information?
8. Develop costs and services and allow the patrons to determine if they want to join.
9. Re-write Criteria #10. Each member will have representation. Individual agencies will select a person to serve on the governing board, in addition there should be at-large board members.
10. Regarding Criteria #18 – Concern – Who will determine the cost of water sold to non-members?
11. Work with neighborhood groups to distribute information – work closely with local groups, local bill stuffers.
12. Fear that large regional agency will not respond to local concerns.
13. If Portland is expected to turn over the Bull Run system – what’s in it for us? (Referring to Portland ratepayers.)
14. We are concerned about being stuck with the liability that Portland brings to the group...such as a poor distribution system.
15. How can somebody withdraw and reclaim their water rights and assets if this does not pan out?
16. Overall Comments:
 - a. Water supply agency should aggressively pursue region wide water. management activities – including aggressive conservation programs and conservation pricing to preclude and/or delay the need for new supply and/or storage.
 - b. The water supply agency should have effective public and/or regulatory oversight to protect the broad array of ratepayer interests.
 - c. The water supply agency board should be elected.
 - d. The water supply agency meetings should be open to the public. At the very least, minutes of closed meetings should be provided. Especially with so many important issues yet to be decided.
 - e. The water supply agency should fairly compensate members for assets turned over – including both existing and potential new assets. For example, City of Portland ratepayers should be fairly compensated for the existing and potential supply assets in the Bull Run Watershed.
 - f. The water supply agency should pursue a diversified portfolio of supply sources and demand management.
 - g. Move all six Preferable Criteria to the Essential Criteria category.

Comments Offered by Individuals

CIIBRI Preliminary Comments, offered by Frank Gearheart

- Criteria #1 - Providers should be purchasers. Membership may lead to many political problems.
- Criteria #2 – OK. No Willamette Source.
- Criteria #3 – OK.
- Criteria #4 – Change “agency” to “the area” (Metro i.e. Tri-County)
- Criteria #5 – Oppose transfer of all assets. The “entity” should not operate the “providers” distribution system.
- Criteria #6 – OK.
- Criteria #7 – OK.
- Criteria #8 – Are municipal providers adequate?
- Criteria #9 – Sale and delivery of water only? Electrical generation and sale.
- Criteria #10 – Board elected by the citizens. Not appointed!
- Criteria #11 – Method of direct access: open meetings (State ORS).
- Criteria #12 – OK.
- Criteria #13 – OK. Subject to state codes.
- Criteria #14 – OK.
- Criteria #15 – OK.
- Criteria #16 – OK.
- Criteria #17 – Combining infrastructure and operations – Bull Run Lake, Dams 1 and 2, Conduits 2, 3, 4, Powell Butte Reservoirs.
- Criteria #18. – Citizens right to vote on sources of water.
- Criteria #19 – No management by consensus.

Comments Offered with no name attached.

- More public involvement.
- More diverse groups.
- Diverse input.
- Public official input.
- Public officials of all agencies including non-participating!

Comments of Jim Hansen – Tigard

- Please add the following sentiment:
No mixing of treated Willamette River water (sewage etc.) with good Pure, Bull Run water.

Comments and Questions from Fran Hyson

- Cost of this project.
- No Willamette or Columbia water blend.
- Will there be a yearly dues membership charge?
- Will a PUD lose its authority to join?
- Will each entity receive benefits to give their assets as some districts have no wells?
- Will there be revenue bonds or right to tax customers without their approval?
- Non members cost of water that do not contribute to cost of improvements, etc.?
- Will each entity be responsible for their repairs, pipes, growth, maintenance, etc?
- Why not form a PUD to supply water to all districts to purchase water wholesale and possible cost effective, due that they are only a water wholesale supply source?

Comments offered with no name attached

- Is this agency necessary –
 - 1.) Could the same source/supply issues be addressed by making existing supply systems more efficient?
 - a. Consolidate Clackamas River systems.
 - b. JWC system.
 - c. Bull Run system.
 - 2.) Create inter-ties to allow for emergency supplies.
- If making a regional system –
 - 1.) Elected board based on regions or population.
 - 2.) Begin by identifying common goals:
 - a. source water protection.
 - b. Equal rates.
 - c. Citizen input to elected representatives.
 - d. Then establish if such an agency can or should be created.

Comments offered by Paulette Rossi

- Program for low-income residents region-wide.
- Elected members to the board in proportion to number of customers served by water agency or in proportion to quality of water put into water pool.
- Criteria #7 and #15 should be combined. Must use sustainable best management practices to use water and protect watersheds.
- Water rates set by each agency.
- No third dam.
- Must be public hearing with official recorded citizen testimony.

Comments offered by Kathy Newcomb

- Step 1 – Too complex. Go back to the idea of Bull Run and financing the improvements for Bull Run (down to Powell Butte). Then affected cities should get together for joint piping.
- Step 2 – Again, too many source(s). PRIORITIZE. Bull Run #1. Clackamas 2nd. Tualatin/Trask 3rd (Willamette when free of deformed fish.)
- Include ASR as backup. (Not the Willamette River).
- “All”- too much. Define area, to Powell Butte, including dams and pipes to Powell Butte. Let individual cities etc. do their own. Let groups of cities do their own cooperative transmissions.
- (Referring to Criteria #5) No. Too complex again. Start with Bull Run. Maybe eventually add Clackamas. Then Tualatin/Trask. (Then Willamette after deformed fish are solved.)
- (Referring to Criteria #6) OK.
- (Referring to Criteria #7) OK? Yes, if logging is banned and roads are removed from Bull Run.
- (Referring to Criteria #8) OK.
- (Referring to Criteria #9) and power.
- (Referring to Criteria #10) should not be appointed by cities and water districts; should be elected by population.
- (Referring to Criteria #11) Relates to “appointment” specified in #10. Not applicable as written.
- (Referring to Criteria #12) OK.
- (Referring to Criteria #13) Should include public input always, where water resources are concerned.
- (Referring to Criteria #14) OK and see #7.
- (Referring to Criteria #15) Applies mostly to all 4 systems? 1)BR, 2)TT, 3)CR and 4) Willamette, which is not preferable.
- (Referring to Criteria #16) OK.
- (Referring to Criteria #17) OK.
- (Referring to Criteria #18) OK, but not including Willamette unless popular vote approves.
- (Referring to Criteria #19) OK, with sustainable.

Additional Comments offered by Kathy Newcomb on 10-24-2001

- Priorities should be established. The Bull Run system is the first priority. The criteria which have been developed are too extensive, in that they include all local water systems, and are therefore highly subject to strong opposition. Any governance system should be developed FIRST for the Bull Run system, with the thought that additional water systems could be added as appropriate.

Additional Comments from Kathy Newcomb (Continued)

- Regarding #5 ("Member agencies will turn over all of their water rights, etc..."): This should be deleted. In our group a Clackamas-area man objected to the idea of agreeing to turning over all Clackamas water rights without any discussion. We agreed and reported his/our concern. But our group did not discuss the idea at all that some water rights and supply facilities are so objectionable that they should not be included in a regional system. Again, priorities should be established. The Bull Run system is the first priority.
- Regarding time for public comment: I recognize the time crunch you have explained. Nevertheless, somehow, there needs to be time for consideration of these criteria. As you can see in #2, it did not even occur to us to discuss the inclusion of objectionable water facilities and systems.

Comments offered by Scott Forrester

- Please answer fully all "policy positions" of the National Sierra Club, while quoting the statement being answered. Please review and comment on every "topic" and every sentence. (Sierra Club policy positions were attached to this comment.)



Regional Drinking Water Supply Initiative

1

A progress report from the staff - November 15, 2001

- **Introductions & Background** – Erik Sten
- **Public Comment:** 2 minutes each,
total maximum 30 minutes
- **Criteria Development and Governance
Model Research** – Ed Tenny
- **Discussion and Further Direction from
Elected Officials** – Ed Tenny

2

Phase I – Conceptual Analysis Timeline 2001-2002

- **May -July, 2001**
 - General exploratory meetings
 - Water providers decisions to participate
 - Issues identification
 - Public input

3

Phase I – Conceptual Analysis Timeline 2001-2002

- **August - November, 2001**
 - Criteria development
 - Governance model research
 - Public input on criteria
 - Briefing for elected officials, further direction

4

Phase I – Conceptual Analysis Timeline 2001-2002

- **December 12, 2001**
 - Staff draft report and presentation to elected officials
 - Public input
- **January 24, 2002**
 - Elected officials directions to staff regarding next steps

5

We face increasing competition for water supplies

- Families
- Fish
- Farms
- Factories

6

We also face...

- More stringent regulations
- Increasingly expensive treatment
- Lack of sufficient storage and transmission
- Aging infrastructure
- Fast growing region
- Increasing public interest in drinking water quality

7

Regional Water Supply



8

38 agencies provide drinking water in the tri-county region.

- 15 in Clackamas County
- 13 in Multnomah County
- 10 in Washington County

9

Water resource management and utility operations can be made more...

- Efficient
- Cost-effective
- Reliable
- Environmentally sensitive

10

How? Through better regional...

- Cooperation
- Coordination
- Management

11

A New Approach

- Water providers form a new regional Agency to provide more efficient use of water resources and water utility services.

12

Agencies Exploring Possibilities

- Clackamas County
 - Clackamas River Water
 - Sunrise Water Authority
- Multnomah County
 - City of Gresham
 - City of Portland
 - Powell Valley Road Water District
 - Rockwood PUD
- Washington County
 - City of Beaverton
 - City of Hillsboro
 - City of Tigard
 - City of Tualatin
 - Tualatin Valley Water District
 - Clean Water Services
 - West Slope Water District
- METRO

13

The Charge to the Staff

- Recommend criteria to be applied to potential regional changes.
- Explore relevant governance alternatives.
- Report back by the end of 2001.

14

Criterion #1:

The Agency will have responsibility to provide all water supply and transmission to its members.

15

Background to #1

- Would create critical mass necessary to achieve fiscal and operational goals.
- The average cost of water could be less if all water supply is obtained from the Agency.
- Lack of commitment could make it difficult to plan effectively for future supply needs.

16

Criterion #2:

The Agency will develop and protect sources that meet quality standards & quantity requirements established by its members.

17

Background to #2

- The Agency and its members would be responsible for setting standards.
- These standards could be higher than those set by U. S. EPA and the State.
- The Agency would be responsible for supply planning.

18

Criterion #3:

The Agency will have a reliable supply of water to meet current and future needs, with back up supplies to meet seasonal or emergency needs.

19

Background to #3

- Several participating entities focused on the need for reliability and backup supplies.
- Best management practices for water utilities mandate a sound backup supply and plan.

20

Criterion #4:

The Agency will plan for and build capital improvements to meet all supply and transmission needs of its members.

21

Background to #4

- A key goal of the new Agency should be to make future capital investment by the region as cost-effective as possible.
- This criterion is based on the belief that capital costs can be controlled best by a broad ratepayer base combined with common planning and investment.

22

Criterion #5:

Members will assign their water rights and supply and transmission facilities to the regional drinking water supply Agency.

23

Background to #5

- The Agency would need to share access to water rights and supply and transmission facilities.
- There are numerous ways to obtain access that would have to be resolved.

24

Criterion #6:

The Agency will be responsible for meeting state and federal water quality standards at the point of delivery to its members.

25

Background to #6

- Water supplied to distribution systems would meet Agency-adopted standards and meet or exceed U.S. EPA standards.

26

Criterion #7:

The regional drinking water supply Agency may contract for the sale of water to non-member agencies.

27

Background on #7

- Not all entities will wish to join.
- Some will want to obtain water from other sources.
- Some will have a continuing need to buy water from suppliers.
- Wholesaling water will help manage rates and debt more effectively.

28

Criterion #8

The Agency will have the authority to modify its responsibilities and services as agreed to by the members.

29

Background on #8

- This Agency would become an ongoing utility and would need flexibility to modify its mission as circumstances evolve.
- There may be some desire to combine functions other than supply and transmission, now or in the future, by some or all members.

30

Criterion #9:

The Agency will be created under Oregon law to have the full and usual municipal powers.

31

Background to #9

- Powers to include but not be limited to:
 - Setting rates and charges
 - Collecting revenues
 - Issuing debt
 - Hiring staff
 - Entering into agreements

32

Criterion #10:

The regional drinking water supply Agency will be created under existing Oregon law.

33

Background on #10

- Oregon law offers a number of governance alternatives.
- No single alternative is likely to meet all criteria perfectly.
- Our first effort should be to find ways to make existing alternatives work.
- New legislation would be a desired path only if existing vehicles cannot be made to meet our needs.

34

Criterion #11:

The Agency will make the most efficient and effective use of water resources to meet the needs of its members, consistent with sustainable development, best management practices and integrated resource management strategies.

35

Background to #11

- The Agency must be a responsible steward of resources.
- It must manage resources in an effective way without waste.
- It must manage resources in conjunction with other users, such as fish and irrigators.
- It must practice conservation of water resources.

36

Criterion #12:

The Agency will be an enterprise utility, obtaining its revenues from rates, charges, and the issuance of debt related to the sale and delivery of water.

37

Background to #12

- Agency intended to be financed without exercising general taxing authority.
- More research would be required on methods by which various kinds of entities can incur indebtedness.

38

Criterion #13:

Each member will have representation on the Agency's Board of Directors.

39

Background on #13

- Key issues would need to be resolved in the next phase:
 - Governing body: elected or appointed?
 - Elected at large or by districts?
 - Votes weighted? By what?

40

Criterion # 14:

Individual customers receiving water from the Agency will have direct access to the Agency's Board of Directors and to the elected public officials of the members.

41

Background on #14

- The Agency would have the full and usual powers of a municipal corporation.
- It would follow the same open meeting and public information provisions of any other public agency.

42

Criterion #15:
The Agency is intended to be organized and operated to minimize duplication or inefficiencies resulting from separate supply ownership and management of supplies.

43

Background on #15

- Maintains focus on a primary purpose of this effort.
- A new Agency must be an improvement on the *status quo* to be worth pursuing.

44

Criterion #16:
The Agency will participate in the programs and activities within the watersheds of its sources.

45

Background to #16

- Confirms that the Agency would be a cooperative participant in resource management.
- Places focus on the multiple use concept at the broad watershed level.

46

Criterion #17:
Creation of the Agency will not result in increased overall costs for water by virtue of combining infrastructure and operations.

47

Background on #17

- The staff recognizes that expansion and improvement of services, increased regulation, and other factors may result in increased costs over time.
- There are, however, a number of opportunities for efficiencies and increased effectiveness.

48

We reviewed many examples.

- Canyon Regional Water Authority (Texas)
- Central Arkansas Water
- Central Wyoming Regional Water
- Denver Water Board
- Florida Water Management Districts
- Greater Vancouver Regional District
- Louisville Water Co.
- Massachusetts Water Resources Authority
- Metro Water Dist. Of Southern Cal.
- Monterey Peninsula Water Mgmt. Dist.
- San Diego Water Authority
- South Central Connecticut Regional Authority
- Southern Nevada Water Authority
- Tampa Bay Water
- Tarrant Regional Water Dist. (Texas)

49

Tampa Bay Water 1974 - 6 members (3 counties & 3 cities)

- Exclusive Supply and Transmission
- Wholesales water to non-members
- Unitary rate
- 9 board members (appointed elected officials), non-weighted votes
- General corporate powers

50

Tarrant Regional Water District 1924 - 4 members

- Exclusive Supply and Transmission, some distribution
- Wholesales water to 28 non-members
- Unitary rate
- 5 elected board members, non-weighted votes
- General corporate powers

51

San Diego Water Authority 1944 - 23 members

- Exclusive Supply and Transmission
- Contracts water sales to non-members
- Unitary rate
- 34 board members (appointed elected officials), weighted votes
- General corporate powers

52

Greater Vancouver B.C. Regional District 1967 - 22 members

- Exclusive Supply and Transmission
- Wholesales water to non-members
- Unitary rate
- 35 directors (appointed elected officials)
- General corporate powers

53

Governance Alternatives

Under Existing Oregon Law

- Chapter 190: Intergovernmental Agreements
- Chapter 261: Peoples' Utility Districts
- Chapter 450: Water Authorities
- Chapter 264: Special Districts
- Chapter 268: Regional Service Districts

54

OREGON EXAMPLES

- South Fork Water Board
- Joint Water Commission
- Sunrise Water Authority
- North Clackamas Water Commission
- TVWD/Sherwood IGA
- Rockwood/Clackamas IGA
- Willamette Water Supply Agency
- Clean Water Services

55

Where we are on governance

- There are successful examples to learn from.
- No example is perfect for our needs.
- We may be able to fulfill your criteria within existing models.
- If not, legislation would be the next step.
- Form should follow function. Governance should follow consensus on criteria.

56

What's next?

- Feedback from elected officials.
- Phase I report issued Dec 12, 2001.
- Discussion and review by officials and agencies.
- Further direction to staff on Jan 24, 2002.

57

Regional Drinking Water Supply Initiative

Meeting of Elected Officials, Staff and the Public to Learn About Criteria and Research Completed To Date

Meeting Notes – November 15, 2001

(Meeting held at Metro)

A general meeting for elected officials, water managers and the public was held on November 15, 2001 at Metro to discuss a status report on the Regional Drinking Water Supply Initiative. Metro Council Rex Burkholder welcomed the group. He spoke about Metro's role in disaster planning and land use planning and growth and talked about both of those issues being important to water supply planning.

City of Portland Commissioner Erik Sten also welcomed the attendees, which numbered about 125, and indicated he was pleased so many people were in attendance. He said this was a key issue for the region and there were many specific issues to be thought through. He gave a little background, indicated that in May and June there were general meetings of the region's water suppliers to discuss issues of common interest in water supply and transmission. He said there has been a long history of coordination among the water providers, but that the structure of the various agencies makes future planning sometimes cumbersome. He said he asked the various water agencies to let him know if they had a serious interest in exploring partnerships. Fourteen agencies had indicated to him they were interested and staff was directed to begin exploring key issues. On October 18th the staff held a workshop for citizens to get their input into draft criteria.

Commissioner Sten said that tonight the purpose of the meeting was to have staff present their criteria and talk about their research on governance models. He indicated this was moving in an exciting direction; that there had been a lot of citizen input to date, and he was pleased with the work completed thus far. He ended by saying that he was "extremely excited about this. Our forebears had a similar opportunity 100 years ago, and we have a opportunity now to plan well for the next 100 years, it just looks different. We have a chance to do something historic and I hope we don't think small."

Ed Tenny, consultant to the project began by saying that the staff had developed criteria, received public input, revised the criteria and researched various kinds of governance. He indicated the staff will not generate a proposal; it is a policy decision of the elected officials as to whether or not a specific proposal would be developed. He said there were many people in the audience and elsewhere who thought there was a proposal on the table and that this was a public hearing. He indicated that the staff had done a lot of thinking about the various issues and options and involved citizens earlier in the process (at criteria development) than would normally be the course and thus some folks thought that a specific proposal was now coming forth. He reiterated that the purpose of this meeting was to get elected official

input into the criteria, tell them about the governance model research that had been done to date, and to get any direction necessary before preparing a report for the elected officials of the participating agencies.

In facilitating the meeting, Mr. Tenny indicated that this evening there would be public comment first on the agenda. He said that in the past several citizens had complained that public comment was always last on the agenda and at that point some elected officials had left and they felt their comments weren't heard.

The first to speak was John Wish, speaking for Physicians for Social Responsibility. He said "it is more desirable, effective and economical to prevent contamination of drinking water supplies than to pay for treatment, or to clean up an already polluted source." Mr. Wish went on to say "The Oregon Chapter of the Physicians for Social Responsibility strongly supports using uncontaminated drinking water supplies. That means we strongly support going first to the Bull Run. PSR does not want our citizens to drink Willamette River or other contaminated source water." (PSR's comments are attached and titled "*Bull Run Watershed – The Safest Drinking Water for All!*")

Jane Malarkey spoke as an individual citizen. She said it was important to have only Bull Run water being provided in the region and she was irritated to think anything else was being considered. She said she saw no concerted effort for conservation. She also indicated that when she jogged around Washington Park reservoirs she felt that anything could be dropped in the water supply, and there needed to be much more security.

Tom Cropper spoke next. He said this was not a democratic process; that this was an inter-governmental agreement process. He said he felt the group was trying to "transfer Portland and Multnomah County property to Metro." He said water rights should not be transferred to a group that isn't elected. He felt the Willamette and Columbia rivers were polluted and shouldn't be used as drinking water sources.

Tom Boon said that in the past the public had demanded new sources of water and the Bull Run was developed. Now the engineers were telling the public what sources to drink and he wanted to reverse the process so that the public was again telling the engineers what to do. (Mr. Boon, Secretary for the Bull Run Heritage Foundation, submitted comments titled "*Bull Run Authority*", which are attached.)

Frank Gearheart of Citizens Interested In Bull Run, Inc. said he thought that in some water agencies there were management problems and bored staff and they weren't listening to citizens regarding water issues. He said this has resulted in citizens having to prepare initiatives to take to voters to undo what public officials had done. He cited the City of Sherwood as an example. Mr. Gearheart then went on to address specific criteria. He said that Criteria #5, related to assigning of water rights to the new agency, was not acceptable without a vote of the people. Criteria #13

should have directly elected officials on the board of the new agency. Criteria #14, regarding having direct access to the board of the new agency; there wasn't anything new about this and this appears to circumvent the ability of citizens to vote. Criteria #16, related to watersheds, this would bring in the watershed of the Willamette River and that wasn't acceptable. He said that only the Bull Run should be regionalized. (CIIBRI's comments are attached.)

Scott Forrester spoke next. He indicated he was speaking as an individual citizen but that he held several positions in organizations, including the Friends of the Clackamas River and the Sierra Club's Water Committee. He said originally this was "a great kernel of an idea" but that staff decided to make this a bigger basket and that all we would have is a "metro agency with staff on the board." He said this was not a democratic process and that staff had gotten too far ahead of the game and that citizens are starting to stand up and take notice.

Scott Fernandez spoke as an individual citizen but felt he was speaking for the citizens of the City of Portland. He felt the costs of administration would be too high for this agency and that Portlanders would have no voice and they would have a loss of ownership of the assets of the Bull Run water supply and transmission facilities. He recommended terminating this process immediately and that Portland should go back to negotiating the next long term wholesale contracts.

Bruce Pollock then spoke. He said he was a professional scientist and that he had run for a position on the Tualatin Valley Water District's Board, and that now maybe it was good he hadn't won. He said he had gotten a good look at the Willamette Treatment plant and felt the Willamette could not be cleaned up or made safe for drinking water through treatment, and that he had great concerns about its water quality. He felt that if the Willamette were used for drinking water we would have sick and deformed infants.

Jay Formick of the City of Portland's Public Utility Review Board indicated his group was developing its own set of criteria for such a regional agency, and they would provide that criteria to the Portland City Council. He said they had three key values: 1.) There be strong public participation, 2.) the cost-of-service principle be adhered to, 3.) conservation is a condition. He spoke to two specific criteria. On Criteria #4, related to building capital improvements, he said Portlanders will have to pay twice, and on Criteria #5, related to assigning water rights, he wanted to know how Portland ratepayers would be compensated.

Tom Long, Citizens For Safe Water – Tigard spoke. He said no one wants the Willamette River as a drinking water source and if the Willamette became part of the drinking water sources for the new agency there would be serious problems. He urged the elected officials to make this a pioneering opportunity and to let the citizens have a voice; that people had good ideas.

Jim Hansen, also of Citizens For Safe Water – Tigard, urged that citizens have a right to vote on these issues. He said that even if the Willamette River were proven to be a good source of water the citizens should still be able to vote as to whether or not they wanted it, because of the stigma attached to it.

Barbara Kemper indicated she was interested in water supply and appreciated the fact that the public was first on the agenda. She said there was little public knowledge about these issues and urged the public officials not to rush into this and to take the time to do it right. She urged the elected officials to thinking about testing the Willamette and Columbia waters first on a pregnant daughter or a grandchild first, and then see how they would like it as a permanent drinking water source.

Kathy Newcomb from Citizens For Safe Water said that she had been at the previous meeting to give public input that that the public's input was not considered in the final draft criteria. She indicated she also agreed with the point made previously by those who had spoken. She felt this should be a phased in process, starting with the Bull Run and that citizens in the region would like to be owners of the system, not renters as it is now.

Phil Dreyer of Not In My Pipes PAC said the public had a right to vote on which source of water they wanted to drink from and that this process was far from a democracy. (Comments attached and titled "*What They Are Saying About Willamette River Water*". Other attachments he submitted are "*Drop wells; add storage to Bull Run*" The Oregonian, In My Opinion Column, July 1, 1992. Memo from Joseph Miller to Regional Water Supply Plan Project, June 19, 1995. Testimony of Harold T. Osterud, MD at a Congressional Hearing shortly before the Bull Run Trespass Act was repealed, August 15, 1977.)

Randy Roop of the Friends of Barden Park spoke. He said his group had halted the floodplain mining of the Clackamas. He said he used to be pleased to drink well water. He said he works closely with the Water Master from Oak Lodge. He referenced statements from the American Water Works Association about the need to use pure water for drinking water purposes, and he felt the deformed fish of the Willamette River made that water undrinkable.

Regna Merritt of the Oregon Natural Resources Council thanked Commissioner Erik Sten for all of his work to protect the Little Sandy River. She said that on this issue her telephone had been ringing off of the hook and that in this process they were putting the cart before the horse. She was concerned about drinking any source other than the Bull Run. She felt it was important to determine which sources would be included in the regional agency's system first.

With the conclusion of citizen input, Mr. Tenny began the briefing with a power point presentation. The presentation provided information related to:
the water needs of the region in the future,
what the current governance arrangements are,

what the various criteria are that are being recommended by the staff
should the elected officials want to look at a regional supply and
transmission agency,
what the research showed on governance models throughout the
country,
what the timeline are for this project and the next steps.

Then the elected officials began to give their input. Herb Brown of the Rockwood PUD said there was a lot of controversy over this issue. He said he was not interested in turning over the assets of the PUD and asked for a show of hands of other elected officials who would consider turning over their assets to a regional agency. However, the elected officials did not feel that the timing was right for this show of hands and until more details were worked out.

Joyce Patton of the City of Tigard said she was not prepared to say what her City Council would do and as the liaison person for her Council and the Inter-Governmental Water Board (representing Tigard, King City and Durham) she was here to listen.

Richard Burke of the Tualatin Valley Water District indicated he was speaking for himself and not the TVWD Board. He commended Erik Sten for the kernel of the idea that has been proposed, and for the staff work that has been done. He felt however, that this had "grown into a Frankenstein and we need to kill it." He felt these criteria did not help his constituency and that there was something to be said for multiple jurisdictions. He felt a new agency would simply be "empire building", especially through criteria #8. He wanted to "see a re-distribution of the wealth" and simply "fine tune things in the small districts." He felt a lot of water providers had been working under pressure of the re-negotiation of the wholesale contracts with Portland and felt that task should be aggressively completed.

Mayor Becker of Gresham said the City of Gresham does not have a water source and that they need reliance in quantity and quality. They wanted to look at a new agency as an option for Gresham to have ownership.

Erik Sten said a lot of citizens have talked about water sources. Portland has been neutral on what sources the suburbs should use. He did say however, that Portland would not join an agency in which a source would be the Willamette River and that the sources to be used would have to be explicitly stated up front. He talked about the wholesale contract negotiations and indicated that what Portland had heard throughout the discussions was that wholesale contractors wanted ownership in the system and that this approach would equalize costs for everyone. He said Portland was ready to share ownership of the Bull Run through an agency that was democratically run and economically favorable to all. He felt that it was very important that if owners of other sources did not want to join this agency that everyone should know now. He particularly wanted to hear from Clackamas River Water. Commissioner Sten noted that he was alright with either an agency that included selected other sources, or one that was Bull Run oriented.

Larry Soderholm of the Joint Water Commission said there had been a workshop in Hillsboro and they were not in favor of joining any agency. He said they had a good source and wholesaled water. He said he was speaking for the Commission.

Lisa Meylan of the Tualatin Valley Water District said she was trying to keep an open mind. She thought some parts of this were very good. She said this was going to lead us to the lowest or highest common denominator. She particularly liked Criteria #11 related to sustainable development and best management practices. She was concerned that the Bull Run used to be a "protected area" and now it's just a "managed area". She liked the idea of the staff having opened up to the process to citizens and felt that we should not fast track this process. She said that what she had heard was the following:

citizens wanted the Bull Run as the source,
no Willamette or Columbia water should be a drinking water source,
people wanted conservation,
Portland wants compensation,
citizens wanted directly elected officials on the board of the new agency.

Joyce Patton said again that she was keeping an open mind and she agreed with Lisa. She said she had some questions about some criteria but that so far there was no "deal breaker" for Tigard. Since Tigard did not have a source of its own, some kind of regional agency they could have ownership in as good for Tigard. She indicated what was needed was an emergency backup for distribution systems. She also said that all we are talking about here is the potential for further discussions.

Sandra Ramaker of the Rockwood PUD wanted to know why the word "transferring" water rights had been changed to "assign" water rights. She wanted to know who pays for that and how much.

Tony Weller of the City of Tualatin commended Erik Sten for his patience while other jurisdictions posed these questions. He thought it would be helpful to clarify the source issue and hoped that sources of water wouldn't become a stumbling block to forming a new agency. He suggested that the owners of the water sources let the full group know as soon as possible whether they "were in or out". He said that things come in time but that this would get simpler when we knew who was participating further and who wasn't.

Richard Burke said he "did not want to rain on anyone's parade" and suggested that those interested go back to the original idea of just using the Bull Run as the source, and that then maybe there was a chance for the next steps to occur.

Vicki Thompson of the City of Gresham suggested making it simple and starting out with the Bull Run as the water source and then talk to other sources. She thought it was important to take "baby steps, and this is too big".

John Huffman of the Powell Valley Road Water District indicated they would speak with their ratepayers about these issues and then provide feedback.

With no further comments at this time, Ed Tenny commended everyone for their patience in getting through the briefing and for their comments and participation. He reminisced that when he left as the administrator of the Portland Water Bureau in 1991 we were trying to address logging in the Bull Run and back then water providers were suing each other. He said water providers in this region, unlike many places in the United States, had come a long way on their own to discuss and decide important regional drinking water issues, and that in fact, they were far ahead of many places.

#5

Regional Drinking Water Supply Initiative

Criteria

The following criteria were prepared by the staff of the 14 agencies participating in the Regional Drinking Water Supply Initiative. Citizen input was obtained in a public workshop on October 18, 2001. The criteria were revised following the workshop and are being presented to elected officials of the participating agencies in the November 15, 2001 briefing. The criteria are shown by number for ease in reference, and are not in any priority order.

1. The Regional Drinking Water Supply Agency will have responsibility to provide all water supply and transmission to its members.
2. The Regional Drinking Water Supply Agency will develop and protect sources in the Region that meet quality standards and quantity requirements established by its members.
3. The Regional Drinking Water Supply Agency will have a reliable supply of water to meet current and future needs, with backup supplies to meet seasonal or emergency needs.
4. The Regional Drinking Water Supply Agency will plan for and build capital improvements to meet all supply and transmission needs of its members.
5. Members will assign their water rights and supply and transmission facilities to the Regional Drinking Water Supply Agency.
6. The Regional Drinking Water Supply Agency will be responsible for meeting state and federal water quality standards at the point of delivery to the members.
7. The Regional Drinking Water Supply Agency may contract for the sale of water to non-member agencies.
8. The Regional Drinking Water Supply Agency will have the authority to modify its responsibilities and services as agreed to by the members.
9. The Regional Drinking Water Supply Agency will be created under Oregon law to have the full and usual municipal powers provided under Oregon law, including but not limited to, the ability to set rates and charges, collect revenues, issue debt, hire staff and enter into agreements.
10. The Regional Drinking Water Supply Agency will be created under existing Oregon law.

11. The Regional Drinking Water Supply Agency will make the most efficient and effective use of water resources to meet the needs of its members, consistent with sustainable development and best management practices and integrated resource management strategies
12. The Regional Drinking Water Supply Agency will be an enterprise utility, obtaining its revenues from rates, charges and issuance of debt related to the sale and delivery of water.
13. Each member will have representation on the Agency's Board of Directors.
14. Individual customers receiving water from the Regional Drinking Water Supply Agency will have direct access to the Agency's Board of Directors and to the elected public officials of the members.
15. The Regional Drinking Water Supply Agency is intended to be organized and operated to minimize duplication or inefficiencies resulting from separate supply ownership and management of supplies.
16. The Regional Drinking Water Supply Agency will participate in the programs and activities within the watersheds of its sources.
17. Creation of the Regional Drinking Water Supply Agency will not result in increased overall costs for water by virtue of combining infrastructure and operations. Expansion and improvement of services, increased regulation, and other factors may, however, result in increased costs in the future.

INSTITUTIONAL ARRANGEMENTS OPTIONS FOR WATER SUPPLY

UNDER CURRENT OREGON LAW

Task or Function	Ch. 268 (Metro) Regional Service District	Chapter 190 IGA Entity	Ch 261 PUD	Ch 264 Water District	Ch. 450 Water Authority
Powers/Authority					
Own or Lease Land	Yes	Entity	Yes	Yes	Yes
Set Rates & Charges	Yes	Entity	Yes	Yes	Yes
Taxation	Yes	No	Yes	Yes	Yes
Condemnation	Yes	Yes	Yes	Yes	Yes
Ordinance/ Legislation	Yes	Yes	Yes	Yes	Yes
Contracts	Yes	Yes	Yes	Yes	Yes
System Operations	Yes	Yes	Yes	Yes	Yes
Wholesale/ Retail	Yes	Yes	Yes	Yes	Yes
Employees	Yes	Individual/Entity	Yes	Yes	Yes
Formation					
	Council/Board	Council/Board	BCC/Voters Council Consent	BCC/Voters Council Consent	BCC/Voters Council Consent
Governing Body					
Number	6+1	Agreement	5	5	5 or 7
Elected	Yes	No	Yes	Yes	Yes
Appointed	No	By Council/Board	No	No	No
Term	4 Years	By Council/Board	4 Years	4 Years	4 Years
Election Laws	Yes	No	Yes	Yes	Yes
Finance					
Taxation	Yes	No	Vote Tax Base Election	Vote Tax Base Election	Vote Tax Base Election
General Obligation Bonds	Yes	No	Statute Yes	Statute Yes	Statute Yes
Revenue Bonds	Yes	Yes, Ch. 288	Yes Vote	Yes, Ch. 288	Yes, Ch. 288
Assessment District (LID)	Yes	Chapter 190 Agreement	No	Statute Yes	Statute Yes
SDC's	Yes	Yes	Yes	Yes	Yes
Rates	Yes	Yes	Yes	Yes	Yes
Other Charges	Yes	Yes	Yes	Yes	Yes
SRF, Grants, Loans	Yes	Yes	Yes	Yes	Yes
Budget					
Local Budget	Yes	Entity	No	Yes	Authority
Audit	Yes	Entity	District	Yes	Authority
Public Contracting					
Public Contracting	Yes	Yes	Yes	Yes	Yes
Tort Liability	Yes	Yes	Yes	Yes	Yes
Public Records	Yes	Yes	Yes	Yes	Yes
Public Meetings	Yes	Yes	Yes	Yes	Yes

AGENDA ITEM # Study Session
FOR AGENDA OF December 18, 2001

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Quarterly Meeting with Budget Committee

PREPARED BY: Craig Prosser DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Quarterly meeting with City Budget Committee.

STAFF RECOMMENDATION

No action required. Information update.

INFORMATION SUMMARY

Quarterly meeting with Budget Committee. Staff will present a verbal update on the following topics:

Five-year Financial Projections
FY 2002-03 Budget Process
New Library Construction status
Bull Mt. Annexation Study status

OTHER ALTERNATIVES CONSIDERED

NA

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

NA

ATTACHMENT LIST

None

FISCAL NOTES

NA

AGENDA ITEM # Study Session
FOR AGENDA OF December 18, 2001

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Update on Washington Square Regional Center Plan Implementation Program

PREPARED BY: Barbara Shields DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Staff will update Council on the Washington Square Regional Center Plan Implementation Program and receive comments from Council.

STAFF RECOMMENDATION

N/A. Review only.

INFORMATION SUMMARY

At the August 21, 2001, meeting, Council directed staff to move forward with the implementation process of the Washington Square Regional Center Plan, Phase II, Implementation. Although Council approved the Plan and related Comprehensive Plan and Code amendments in February, 2000, Council delayed enactment of these documents until Phase II addressed a number of issues related to transportation, stormwater, natural resources, parks and open space. At the August 21, 2001, meeting, Council directed staff to coordinate a meeting between the City of Beaverton and Washington County, recognizing the multijurisdictional nature of the Plan.

On December 3, 2001, the Planning Commission reviewed the proposed Comprehensive Plan and Code amendments based on Task Force recommendations related to Phase II, Implementation of the Washington Square Regional Center Plan.

Staff is coming back to Council to discuss the major issues of the Washington Square Regional Center Plan Implementation Program at the December 18, 2001, study session meeting. A PowerPoint presentation will focus on (1) discussing the City's approach, efforts, and available implementation tools in the regional context; (2) multi-jurisdictional coordination efforts initiated by the City; and (3) the major elements of the Washington Square Regional Implementation Program. On January 22, 2002, Council is scheduled to review the Washington Square Regional Center Plan package, including a resolution implementing the Plan.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Growth and Growth Management Goal #1: Growth while protecting the character and livability of new and established areas, while providing for natural environment and open space throughout the community; Strategy # 3: Address planning and growth issues associated with Regional Center.

ATTACHMENT LIST

None.

FISCAL NOTES

N/A

MINUTES
TIGARD CITY COUNCIL MEETING
OCTOBER 23, 2001

City Council Present: Mayor Griffith, Councilors Dirksen, Moore, Patton, and Scheckla.

Mayor Griffith called the meeting to order at 6:32 p.m.

- STUDY SESSION

- > METRO TRAILS

Mayor Griffith distributed a brochure on Metro trails. There was brief discussion about future work to be done in conjunction with Metro on trails. It was noted that one of the items suggested in the brochure is a pedestrian bridge across the Tualatin River.

- > UPDATE ON RANDALL FUNDING AND DEVELOPMENT GRANT ASSISTANCE

Assistant to the City Manager Liz Newton reviewed this agenda item. A memorandum on this topic is on file in the Council packet materials in the City Recorder's office. Ms. Newton outlined activities on the grant program to date noting that Randall representatives met with City Staff in July for a needs assessment meeting. On September 5, company representatives met with the Tigard Executive Staff to get information for a final funding strategy report. This report was delivered on October 8 and will be reviewed by staff.

Ms. Newton advised that many of the grant opportunities appear to occur in January, February, and March. Police grants for technology should be available soon. It was noted that the City will not seek a grant just because funding is available, but will look at funding the City's priorities. Ms. Newton noted that the services by Randall Funding are reviewed on a month-to-month basis. She advised that the City of Tigard pays Randall \$4,000 per month with a guarantee of grant funds for the City. If Randall is not successful, they will continue to do work for the City without payment. Ms. Newton advised that no grants to date have been from those brought forward by the Randall firm.

Finance Director Craig Prosser noted that the grant funding process in the City of Tigard had been informal in the past and City has not really received that many grants. Mr. Prosser distributed and reviewed with the Council a "grant procedure memo," which is on file in the City Recorder's office.

> ADMINISTRATIVE ITEMS:

- Metro Policy Advisory Committee (MPAC) Nomination – Mayor Griffith expressed interest in the alternate position that is now available on MPAC. After discussion, Council members indicated they would support Mayor Griffith's nomination to serve on MPAC. It was noted that the Mayor's name would be submitted to City of Beaverton Mayor Rob Drake. MPAC member jurisdictions will vote on the nominations after November 2, 2001.
- Agenda Item No. 9 allows time for a discussion of Metro Greenspaces. It was noted that Chris Beck would be the individual addressing the City Council. City Manager Monahan advised that he did not know what the proposal is by the Trust for Public Lands. The properties under discussion for parkland property are located in and around the City. Mayor Griffith noted that the City Council needs clarification about what the Trust for Public Lands is asking the City to do.
- Mr. Fred Fields, property owner of the potential new library site, was recently hospitalized. Mr. Monahan reported that Mr. Fields doing well.
- Assistant to the City Manager Liz Newton reviewed additional information with regard to the use of cable television by the City. There are opportunities to release public service announcements (PSA's). She advised they are waiting for some enhanced software to do some of the types of PSA's the City would like record. In addition, the Council members may be asked to participate in announcing the PSA's, such as keeping storm drains clear and safety tips. Ms. Newton advised that approximately 70 percent of Tigard residents subscribe to cable television.
- There are three openings on the Planning Commission with an October 26 filing deadline for applicants. Currently there are six applications under consideration.
- A representative to the working group from the City for the Tualatin River Trail/Visitor Center has been Duane Roberts (staff). The group is considering 3000 acres of federal land. A policy maker should also attend these meetings. Councilor Moore indicated that he would be interested. Councilor Scheckla said he might be interested but needed additional information. City Manager Monahan advised he would send out information.

- On November 13, activities honoring veterans will occur prior to the City Council meeting.
- Mr. Monahan referred to an invitation to a no-host dinner on Wednesday, November 7, in Hillsboro with representatives of the Oregon Transportation Commission. Prior to the dinner a bus tour will be conducted through several areas in the County. Council will advise staff if they are interested in attending.
- City Manager Monahan distributed a press release entitled, "Washington County Residents Support Merging Law Enforcement Agencies." Mayor Griffith commented that this is an issue that the City must follow closely.

Executive Session was called to order at 7:16 p.m.

- EXECUTIVE SESSION: The Tigard City Council went into Executive Session at 7:16 p.m. under ORS 192.660 (1) (h) for current and pending litigation.

The Executive Session adjourned at 7:26 p.m. and the Study Session resumed.

- Mayor Griffith noted that a Skateboard Park Committee is being formed.

Meeting recessed at 7:28 p.m.

1. BUSINESS MEETING

- 1.1 Mayor Griffith called the City Council and Local Contract Review Board meeting to order at 7:35 p.m.
- 1.2 Roll Call: Mayor Griffith; Councilors Dirksen, Moore, Patton & Scheckla
- 1.3 Pledge of Allegiance
- 1.4 Council Communications & Liaison Reports: None.
- 1.5 Call to Council and Staff for Non-Agenda Items: None.

2. VISITOR'S AGENDA

- Jack Polans, 16000 SW Queen Victoria, King City, Oregon, distributed an April 3, 1997, letter that was written by Lake Oswego Mayor W. K. Klammer. Mr. Polans commented on the potential consolidation of law enforcement. Mr. Polans indicated he would like to talk to the Chief of Police about this matter.

3. CONSENT AGENDA: Motion by Councilor Scheckla, seconded by Councilor Patton, to approve the Consent Agenda as follows:

- 3.1 Approve City Council Minutes for August 21 and October 2, 2001
- 3.2 Receive and File: Council Goal Update
- 3.3 Approve Property Acquisition for Gaarde Street Improvements
- 3.4 Acknowledge a Contractual Relationship with City County Insurance Services Trust – Resolution No. 01- 63

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

4. CONSIDER A RESOLUTION MEMORIALIZING THE RHODODENDRON GARDEN AT SUMMERLAKE PARK IN HONOR OF OTTO SORG

Property Manager John Roy reviewed the staff report, which is on file in the City Recorder's office. Mr. Roy also reviewed a PowerPoint presentation with the City Council. A copy of the presentation is on file in the City Recorder's office.

In May 2000, the City purchased a piece of property on Main Street from the Sorg family. The property was purchased for the purpose of connecting the Fanno Creek Park Trail to Main Street and downtown Tigard. A condition of the sale agreement was that the City would incur the cost of up to \$5000 for transplanting rhododendrons and azaleas from other Sorg family properties to Summerlake Park and to provide a monument. The rhododendrons were successfully transplanted to Summerlake Park. Volunteers in the community have assisted with the garden improvements. In addition, Mr. Jeff Sorg registered the Summerlake rhododendron garden with the American Rhododendron Society. A dedication ceremony will occur next spring.

Mr. Jeff Sorg was present and thanked Mr. Roy and the Parks Department for getting the project this far. He said he hoped that this was a project they would continue to work on together.

Motion by Councilor Scheckla, seconded by Councilor Dirksen, to adopt Resolution No. 01-64.

RESOLUTION NO. 01-64 – A RESOLUTION MEMORIALIZING THE RHODODENDRON GARDEN AT SUMMERLAKE PARK IN HONOR OF OTTO SORG

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

5. VIEW A MODEL OF THE PROPOSED NEW LIBRARY AND DISCUSS PUBLIC PARTICIPATION PLAN

Library Director Margaret Barnes and New Library Construction Committee members Curtis Tigard, George Burgess, and Lonn Hoklin were present.

Mr. Burgess presented the model to the City Council and read a poem written by Sue Carver regarding the new library. Mr. Burgess noted that the model represented a conceptualization of what the library may look like on the property for which the City is currently in negotiations to acquire. He noted that there would probably be several adjustments. Mr. Burgess described the model advising that there are accommodations for 190 parking spaces. The proposed building size is \$47,000 square feet with room for an approximate 20,000 square foot expansion in the future.

Library Director Barnes reviewed the site plan and described the location of uses and services in the building.

Mr. Hoklin described a coordinated public information/education plan to provide the City of Tigard voters accurate information about the city bond measure for the proposed new library. A copy of his PowerPoint presentation is on file in the City Recorder's office.

Councilor Patton commented on the plans for presentations in the community. New Library Construction Committee members have a list of presentations they will give. Councilor Patton said she was hopeful that when the Council makes a decision on whether to proceed with the bond measure that citizens will come forward to advocate the proposed new library.

Ms. Barnes noted that photographs and plans are displayed on the City's webpage.

6. PUBLIC HEARING – CONSIDER A RESOLUTION ADJUSTING SOLID WASTE RATES

- a. Mayor Griffith opened the public hearing.
- b. Finance Manager Tom Imdieke presented the staff report, which is on file in the City Recorder's office. The staff report outlined the work of the Solid Waste Work Group that was formed to review solid waste and recycling rates. The recommended rates were developed keeping in mind market conditions and the desire of the City Council to eventually have solid waste rates based on cost of service. Members of the Solid Waste Work Group recommended the City continue to place emphasis on recycling. A copy of the PowerPoint presentation on solid waste rate changes that was presented to the City Council is on file in the City Recorder's office.

Mr. Imdieke introduced members of the Solid Waste Work Group, including Mark Irwin, Mike Leichner, Dean Camfort, and Chris Bell.

There was discussion on how often rates are reviewed. Mr. Imdieke recommended that as part of the annual review that financial reports from the haulers be used to determine if adjustments in rates are needed. Rates may not need to be adjusted every year.

- c. Public Testimony
 - Jack Polans, 16000 SW Queen Victoria Way, King City, Oregon questioned how services are provided and the rates. Mr. Imdieke explained how the City of Tigard solid waste services are provided through franchises. The City realizes a fee of 3 percent of the revenues from the franchisees, which means the City receives about \$200,000 per year.
- d. Staff Recommendation: Staff recommended that the Council approved the proposed rate structure.
- e. Mayor Griffith closed the public hearing.
- g. Council Consideration:

Motion by Councilor Patton, seconded by Councilor Moore, to adopt Resolution No. 01-65.

RESOLUTION NO. 01-65 – A RESOLUTION ADJUSTING SOLID WASTE RATES DUE TO CHANGES IN THE SOLID WASTE INDUSTRY, DEREGULATION OF CERTAIN COLLECTION AND HAULING ACTIVITIES, AND REFLECTING COUNCIL POLICY FOR ESTABLISHING RATES BASED ON COST OF SERVICE.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

7. PUBLIC HEARING – ACCEPT THE 2001 LOCAL LAW ENFORCEMENT BLOCK GRANT AND APPROVE THE SPENDING OF FUNDS

- a. Mayor Griffith opened the public hearing.
- b. Chief of Police Ron Goodpaster presented the staff report, which is on file in the City Recorder's office. Mr. Goodpaster described how the grant funds would be spent. In response to a question from Councilor Scheckla, Mr. Goodpaster explained how determination is made for fund expenditures. Mr. Goodpaster noted areas where funding was designated for youth including assistance for the Tigard Tualatin School District, Good Neighbor Center, and Community Partners for Affordable Housing.
- c. Public Testimony
 - Jack Polans, 16000 SW Queen Victoria Way, King City, Oregon, expressed concerns with the use of pepper spray. He asked if police ambulance services available should medical help be needed. Mayor Griffith explained emergency services (through "9-1-1") are available.

d. Council Discussion/Comments

In response to a question from Councilor Scheckla about liability with regard to pepper spray, City Attorney Ramis advised that the police department must have proper equipment and training. Mr. Ramis referred to the good history of the police department.

- e. Staff Recommendation: Chief Goodpaster recommended Council approve the expenditure of funds and the local match.
- f. Mayor Griffith closed the public hearing.
- g. Council Consideration:

Motion by Councilor Moore, seconded by Councilor Patton, to accept the grant authorize the expenditure of funds.

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

8. CONSIDER A RESOLUTION LIMITING CONSTRUCTION ACTIVITY WITHIN THE PUBLIC RIGHT-OF-WAY BETWEEN THE THANKSGIVING AND NEW YEAR HOLIDAYS

Community Development Director Jim Hendryx presented the staff report, which is on file in the City Recorder's office. The limitation of construction activity would apply to areas in and around Washington Square, Downtown Tigard, and within the Tigard Triangle.

Mr. Hendryx explained emergency work would be allowed and procedures would be established to allow utility work.

Motion by Councilor Dirksen, seconded by Councilor Scheckla, to adopt Resolution No. 01-66.

RESOLUTION NO. 01-66 – A RESOLUTION LIMITING CONSTRUCTION ACTIVITY WITHIN THE PUBLIC RIGHT OF WAY BETWEEN THANKSGIVING AND NEW YEAR

The motion was approved by a unanimous vote of Council present:

Mayor Griffith	-	Yes
Councilor Dirksen	-	Yes
Councilor Moore	-	Yes
Councilor Patton	-	Yes
Councilor Scheckla	-	Yes

9. DISCUSSION OF POTENTIAL METRO GREENSPACES ACQUISITIONS

Chris Beck, Project Manager for the Trust for Public Lands, was present. There was a proposal from Washington County to Metro to purchase three properties (known as Conklin, Stanley, and Gage properties). Friends of Tigard Open Space and the Trust for Public Lands have been working toward acquiring Metro's financial assistance in purchasing these properties. The City of Tigard forwarded a letter from Mayor Griffith to David Bragdon of Metro regarding the Tigard support of the Washington County Board of Commissioners' interest in potential Tigard-area greenspace properties. Chairman Brian's request was that Metro defer consideration of certain properties to allow the County time to provide additional information. In addition, Chairman Brian also requested an opportunity to talk with Metro about the properties.

Councilor Patton noted that the City of Tigard has only been asked to provide a letter of support. Mr. Beck advised he believed that is what the proponents of these properties want at this time. It was clarified that this is not a Tigard proposal, but Tigard is in support of Washington County's request. Mr. Monahan said that the City has not taken a position on any monetary contributions.

Information should to be forwarded to the City Council as it develops. Mr. Monahan said that staff would like to be involved with the ultimate designated uses of the properties (such as greenspaces or active recreation). Mr. Monahan suggested that before the decisions get too far that a proposal be sent to the City of Tigard so it can give input "before the eleventh hour."

- 10. COUNCIL LIAISON REPORTS: None.
- 11. NON AGENDA ITEMS: None.
- 12. EXECUTIVE SESSION: No Executive Session was held.
- 13. ADJOURNMENT: 9:09 p.m.

Attest:

Catherine Wheatley, City Recorder

Mayor, City of Tigard

Date: _____

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AGENDA ITEM # 3.2
FOR AGENDA OF December 18, 2001

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Receive & File: Update on Progress for Review and Amendment of the Tigard Municipal Code

PREPARED BY: Cathy Wheatley DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Receive and file the summary of the progress made this last year of the review of the Tigard Municipal Code.

STAFF RECOMMENDATION

No action requested of Council. The report is an update only.

INFORMATION SUMMARY

Staff identified a number of sections throughout the Tigard Municipal Code (TMC) that merited review for potential update (amendment). Attached is a chart showing the progress made so far on the sections identified. City Recorder Cathy Wheatley will contact departments for those items that still need to be reviewed and possibly scheduled before the Council if staff determines that proposed amendments are warranted. The remaining TMC sections will be scheduled on the Council's tentative agenda in 2002.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

Chart showing progress made so far in the Tigard Municipal Code Review.

FISCAL NOTES

N/A

Tigard Municipal Code Review (TMC)

Section of Code	Description	Amended by Ordinance No./Date
1.01	Citing official name & purpose of the TMC; authorized City Recorder to edit TMC	01-19/October 9, 2001
1.12	Initiative & Referendum – Updated to establish deadline for initiative petitions.	01-19/October 9, 2001
1.16	Civil infractions. (This involves enforcement, court, prosecutor.)	On tentative agenda for June 25, 2002
1.17	Appeals to Civil Infractions Hearings Officer	To be reviewed by Community Development
2.06	Residency requirements for certain city officials – repealed.	01-22/November 13, 2001
2.08	Planning Commission	To be reviewed by Community Development
2.09	Building Appeals Board – reduced number of board members from 14 to 7	01-12-A/September 25, 2001
2.12	Park & Recreation Board Cathy to review history of termination of prior board. Jim H. to look at function and update if needed.	To be scheduled in 2002. (Administration/Community Development)
2.16	Municipal Court – Update for Photo Radar	Photo radar will not be pursued at this time.
2.20	Jury Trial	Scheduled for January 22, 2002
2.24	Criminal Procedure (update fees)	Scheduled for January 22, 2002
2.26	Witnesses (update fees)	Scheduled for January 22, 2002

Section of Code	Description	Amended by Ordinance No./Date
2.28	Police Reserves – removed requirement that reserve officers could not be over age 60	01-17/October 9, 2001
2.30	Police Department	Scheduled for January 8, 2002.
2.32	Jail	Reviewed – Chief Goodpaster advised no issues with this section.
2.36	Library	01-13/August 28, 2001
2.40	Nominating Procedures	Reviewed with Council – no changes recommended.
2.44	City Council	Reviewed with Council – no changes recommended.
2.46	Local Contract Review Board	01-24/November 27, 2001
2.52	Abandoned, Found, Seized & Stolen Property	Scheduled for January 8, 2002
2.56	City Recorder – updated language	01-19/October 9, 2001
2.58	Finance Officer – updated language	01-08/June 26, 2001
2.60	City Attorney – updated language	01-19/October 9, 2001
2.64	City Center Development (Delete?)	To be scheduled. (Administration)
	Revenue and finance. Review of fees.	Scheduled for January 22, 2002.
3.24	System Development Charges	Under review. (City Attorney)
3.28	Tigard Urban Renewal Agency Fund – Repeal?	To be scheduled. (Administration)
3.44	Sale of Surplus Real Property	01-09/June 25, 2001
3.50	Non Profit Corporation/Low Income Housing	Council discussion occurred in 2001. Needs further review.
5.04	Business Taxes	To be scheduled. (Community Development)

Section of Code	Description	Amended by Ordinance No./Date
5.10	Detectives & Merchant Police (repealed this section)	01-05/June 12, 2001
5.12	Cable Communication	01-20/November 13, 2001
5.14	Telecommunications	To be scheduled. (Finance)
5.16	Sound Trucks	To be scheduled. (Community Development)
5.20	Liquor License Application	Fee Adjustment (by Resolution No. 01-45)/July 10, 2001
7.40	Nuisances (noise ordinance was updated)	01-13-A/September 25, 2001
7.48	Public Assemblies	Scheduled for February 12, 2002
7.52	Public Property Use	To be scheduled. (Public Works)
7.56	Indecent Conduct	To be scheduled. (Police Department.)
7.60	Abandoned Vehicles	To be scheduled (Police Department)
7.78	Property Forfeitures	To be scheduled (Police Department)
7.80	Camping Prohibited	To be scheduled (Police Department)
7.100	Exclusion from Library	01-13/August 28, 2001
9.04	Parks, Rules & Regulations	To be scheduled (Public Works Department)
10.28.022	Prohibiting Parking	To be scheduled (Police Department)
10.28.030	Truck, trailer	01-23/November 13, 2001
11.04	Solid Waste Management	00-34/December 12, 2000
11.08	Burglary & Alarm Systems	01-21/November 13, 2001
11.10	Theater Regulations	To be scheduled (Police Department)
13.09	Updating Reimbursement District Program	01-11-A/September 25, 2001
14.04	Building Code	Scheduled for December 11, 2001
14.06	Special Inspections	Scheduled May, 2002

Section of Code	Description	Amended by Ordinance No./Date
14.16	Property Maintenance (no update needed)	--
14.20	Moving of Buildings	01-18/October 9, 2001
14--	Residential Driveway Slope (New)	To be scheduled. (Engineering)
14--	Demolition Permits	To be scheduled. (Engineering)
15.08	Street Vacations	Scheduled for April '02 (Community Development)
15.12	Sidewalks	No change – looking @ maintenance fee (Transportation Financing Strategies Task Force)

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AGENDA ITEM # 3.3
FOR AGENDA OF 12/18/01

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Park SDC Annual Adjustment Formula Amendments

PREPARED BY: Duane Roberts DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Should Council adopt technical changes to the "Formula for Parks SDC Annual Adjustments".

STAFF RECOMMENDATION

Adopt the attached resolution making the proposed technical changes to the automatic escalator.

INFORMATION SUMMARY

On April 10, 2001, Council adopted Resolution 01-13 establishing annual adjustments to parks system development charges. The proposed amendment will correct two mistakes contained in Exhibit "A", the formula for computing the proposed adjustments. As currently written, the exhibit refers to Measure 5 "appraised values". This wording unintentionally ties the annual adjustment to the Measure 5 limit on the rate of increase in property taxes. The amendments correct this problem by deleting the reference to Measure 5 and by changing "appraised values" to "real market values".

The second proposed change involves deleting the sentence "The annual index for each year will be selected beginning with the index for December 2002." The reasons are that the sentence is both unnecessary and inconsistent with the text of the annual adjustment resolution, which states that the implementation of the annual adjustment will begin in January 2002.

The proposed changes have been reviewed and approved by the City Attorney.

OTHER ALTERNATIVES CONSIDERED

No alternatives considered.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

No relevant goal under the Parks and Recreation set of goals appears to apply.

ATTACHMENT LIST

Resolution

FISCAL NOTES

The proposed amendments would insure the park SDC keeps pace with inflation over time and is not limited by Measure 5. The amendments also would insure that the implementation of the annual adjustment begins in January 2002, as intended by Council.

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CITY OF TIGARD, OREGON

RESOLUTION NO. 01- _____

A RESOLUTION AMENDING RESOLUTION 01-13 WHICH ESTABLISHED ANNUAL
ADJUSTMENTS TO PARKS SYSTEM DEVELOPMENT CHARGES

WHEREAS, the City adopted Resolution No. 96-11 on February 27, 1996, imposing a Parks System Development Charge (Parks SDC), adopting a methodology for the imposition of Parks SDC charges, and a capital improvements plan, consistent with state law;

WHEREAS, the City adopted Resolution _____ on _____, modifying the amount of Parks SDCs consistent with the previously adopted methodology;

WHEREAS, components of the adopted methodology for Parks SDCs include the cost of residential land and construction costs;

WHEREAS, published indices provide reliable information on changes in the cost of residential land and construction costs;

WHEREAS, if Parks SDC charges are not adjusted with sufficient frequency, an increase in an SDC charge to reflect changes in the cost of land or construction may become substantial;

WHEREAS, if Parks SDC charges are not adjusted with sufficient frequency, the City will collect less money to fund parks than the adopted methodology calls for;

WHEREAS, annual increases in Parks SDC charges based on reliable indices will result in incremental increases in SDC charges while remaining consistent with the adopted methodology;

NOW, THEREFORE, the Tigard City Council resolves as follows:

Section 1: The Parks SDC shall be adjusted annually on January 1st of each year beginning in 2002. The formula to be used in determining the adjustment is attached as exhibit "A".

PASSED: This ____ day of _____, 2001.

Mayor, City of Tigard

ATTEST:

City Recorder, City of Tigard

RESOLUTION NO. 01-

Page 1

EXHIBIT "A"

FORMULA FOR PARKS SDC ANNUAL ADJUSTMENTS

Parks SDC fees shall be adjusted annually on January 1st of each year beginning in 2002. The new fee will be determined by multiplying the existing fees by the average of two indices, one reflecting changes in development/construction costs and one reflecting changes in land acquisition costs. The average of these two indices is a reasonable approach because the Parks SDC fee is roughly split 50% between land acquisition and land development components.

The index for the Land Acquisition component will be the base cost for residential tract land in Tigard, as determined by the Washington County Appraiser. The average cost for residential tract land was selected because it is readily identified and is the lowest priced of the buildable lands in Tigard. Changes in this base cost can be calculated in terms of a percentage increase, to create the level of change to the original index, and projected to the overall acquisition cost. ~~In accordance with Measure 5, [T]he Washington County Appraiser's office will determine appraised~~ real market values on July 1 of each year.

The index for the Land Development component of the Parks SDC will be the Construction Cost Index for the City of Seattle as published in the December issue of the Engineering News Record (ENR). The Seattle cost index will be used because the city is the geographically closest to Tigard of twenty metropolitan areas for which the ENR maintains cost data. This index is adjusted monthly, quarterly, and annually. ~~The annual index for each year will be selected beginning with the index for December 2002.~~ The annual index will be used because it is available in December and most closely coincides with the January 1st implementation of park SDC fee adjustments.

Definitions:

SDC (2000) = current SDC fee
L (2000) = Average cost of residential tract land 2000
L (2001) = Average cost of residential tract land 2001
L (2xxx) = Average cost of residential tract land 2xxx

C (2000) = Const. cost index of 2000
C (2001) = Const. Cost index of 2001
C (2xxx) = Const. Cost index of 2xxx

LCI = Land Cost Index: change from the current year from previous year

RESOLUTION NO. 01-

CCI = Const. Cost index: change from current year from previous year

ACI = Average cost index change of LCI + CCI

FORMULA:

$$\frac{L_{(2001)}}{L_{(2000)}} = LCI$$

and

$$\frac{C_{(2001)}}{C_{(2000)}} = CCI$$

therefore:

$$\frac{LCI + CCI}{2} = ACI$$

then:

$$SDC_{(2001)} \times ACI = SDC_{(2002)}$$

Each year subsequent to 2002 the costs shall be revised using the current year and previous year's data. Notwithstanding the foregoing, all calculations shall be carried out to the thousandth place. A final product ending in .49 or less shall be rounded down to the nearest dollar, .50 or more up to the next dollar.

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RESOLUTION NO. 01-

Page 3

CITY OF TIGARD, OREGON

RESOLUTION NO. 01- 13 ;

A RESOLUTION ESTABLISHING ANNUAL ADJUSTMENTS TO PARKS SYSTEM
DEVELOPMENT CHARGES

WHEREAS, the City adopted Resolution No. 96-11 on February 27, 1996, imposing a Parks System Development Charge (Parks SDC), adopting a methodology for the imposition of Parks SDC charges, and a capital improvements plan, consistent with state law;

WHEREAS, the City adopted Resolution 01-12 on 4.10.01, modifying the amount of Parks SDCs consistent with the previously adopted methodology;

WHEREAS, components of the adopted methodology for Parks SDCs include the cost of residential land and construction costs;

WHEREAS, published indices provide reliable information on changes in the cost of residential land and construction costs;

WHEREAS, if Parks SDC charges are not adjusted with sufficient frequency, an increase in an SDC charge to reflect changes in the cost of land or construction may become substantial;

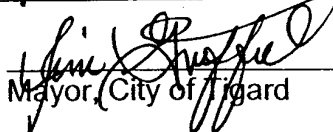
WHEREAS, if Parks SDC charges are not adjusted with sufficient frequency, the City will collect less money to fund parks than the adopted methodology calls for;

WHEREAS, annual increases in Parks SDC charges based on reliable indices will result in incremental increases in SDC charges while remaining consistent with the adopted methodology;

NOW, THEREFORE, the Tigard City Council resolves as follows:

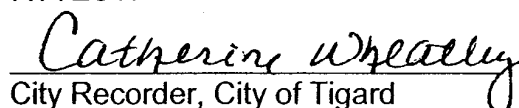
Section 1: The Parks SDC shall be adjusted annually on January 1st of each year beginning in 2002. The formula to be used in determining the adjustment is attached as exhibit "A".

PASSED: This 10th day of April, 2001.



Mayor, City of Tigard

ATTEST:



City Recorder, City of Tigard

AGENDA ITEM # 3.4
FOR AGENDA OF December 18, 2001

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Acknowledge that the Balloon Festival, 4th of July Event, and Broadway Rose Theater are City-Sponsored Events and Approve Resolutions Establishing the Modified Standard Agreements for All Three Events

PREPARED BY: Cathy Wheatley DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Review the resolutions establishing the modified standard agreements for the Balloon Festival, 4th of July Event, and Broadway Rose Theater.

STAFF RECOMMENDATION

Approve the resolutions as proposed.

INFORMATION SUMMARY

On October 9, 2001, the City Council reviewed Resolution No. 01-58 (attached) that revised the procedure to grant City sponsorship to City events and established a standardized agreement form. The City Council directed staff to work with the sponsored event organizers to tailor the agreements to meet the needs for each event.

On November 20, 2001, the City Council reviewed the modified agreements with event organizers. After discussion, it was determined that the staff would return with these modified agreements for formal Council approval and are hereby submitted (three proposed resolutions attached).

OTHER ALTERNATIVES CONSIDERED

Suggest additional modifications to the agreements.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

The City of Tigard Vision Task Force and Action Planning Committee Strategy for Community Character and Quality of Life calls for development of an overall approach for sponsoring community events, including long-standing events and new events, and development of a philosophy for event sponsorship.

ATTACHMENT LIST

1. Proposed resolution with agreement attached for the Balloon Festival.
2. Proposed resolution with agreement attached for the 4th of July Event.
3. Proposed resolution with agreement attached for the Broadway Rose Theater.
4. Copy of Resolution No. 01-58 revising the procedure to grant City sponsorship to community events.

FISCAL NOTES

N/A

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-

A RESOLUTION ACKNOWLEDGING THAT THE TIGARD FESTIVAL OF BALLOONS IS A CITY OF TIGARD SPONSORED EVENT AND ESTABLISHING THE MODIFIED STANDARD AGREEMENT FORM AS AGREED UPON BY THE CITY OF TIGARD AND BALLOON FESTIVAL ORGANIZERS

WHEREAS, the City of Tigard Vision Task Force and Action Planning Committee Strategy for Community Character and Quality of Life calls for development of an overall approach for sponsoring community events, including long-standing events and new events, and development of a philosophy for event sponsorship; and

WHEREAS, City of Tigard Resolution No. 00-58 established procedures for City Sponsorship of Community Events; and

WHEREAS, Resolution No. 00-20 established that the Balloon Festival Event is a City Sponsored Event and the initial amount of funding for this event is \$10,000; and

WHEREAS, on November 20, 2001, the Tigard City Council reviewed the proposed modified standard agreement as attached (Exhibit 1).

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Balloon Festival Event is a City of Tigard sponsored event with the length of sponsorship to be automatically renewed from year-to-year, with a one-year notice to the event organizers should the City decide not to renew funding.

SECTION 2: The Mayor is hereby authorized to sign the agreement attached (Exhibit 1).

SECTION 3: The resolution is effective immediately upon passage.

PASSED: This ____ day of ____ 2001.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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RESOLUTION NO. 01-__

Page 1

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is between the City of Tigard, an Oregon municipal corporation (“City”) and the **Northwest News Channel 8 Tigard Festival of Balloons**, a non-profit organization (“Organizer”).

RECITALS

- a. Organizer is the organizer of the Balloon Festival (the “Event”) and has asked the City to be a sponsor of the Event. Although open to the public, the Event put on by Organizer is a private event and not an official City event.
- b. City has passed a resolution that provides procedures and policies for City sponsorship of events.
- c. City has passed a resolution that authorized City sponsorship of the Event, subject to execution of this Sponsorship Agreement.
- d. City and Organizer have agreed to the scope of the City sponsorship and the relationship between the City and Organizer as set forth below.

AGREEMENT

1. This Agreement shall be effective when Organizer provides certificates of insurance as required by Section 13 G.
2. This Agreement shall remain in effect until terminated as provided in Section 24 below.
3. City shall reimburse (pay) Organizer up to _____ for fiscal year _____, for costs incurred to put on the Event. Payment shall be made only after Organizer provides proof that the costs have been incurred and paid by the Organizer and were costs of the Event. (Payment shall be made no more than 60 days prior to the Event to pay costs of the Event.) The amount of funds, if any, that the City will provide for future fiscal years shall be determined by the Tigard City Council in its sole discretion.
4. City shall make City facilities available for use by Organizer as specified on a map approved by the Public Works Director or his designee.

The dates and times of use of the City facilities shall be specified in a permit that must be applied for at least (Public Works to supply # of days) days before the Event. All fees for the permit may be waived.

During the period that Organizer has the right to use these areas, Organizer may determine who may engage in commercial activities within these areas. For all other areas Organizer shall have no right to exclude persons or prevent them from engaging in commercial activity.

To provide security for equipment, goods and other property of Organizer during the Event, camping within the exclusive area is permitted to Organizer and those permitted to camp by Organizer. This section constitutes the camping permit authorized by TMC §7.80.020.

5. City shall provide the following in-kind services to the Organizer:

City shall police Cook Park during the Event. Organizer shall have no right to control or direct City police operations and City employees. Nothing in this section relieves Organizer from responsibility for damage to City property or other property resulting from the Event.

City shall provide litter clean up for the Event within Cook Park. Organizer shall have no right to control or direct City employees. Nothing in this section relieves Organizer from responsibility for damage to City property or other property resulting from the Event.

6. If the Event does not take place because of weather or other reason outside the control of the Organizer, the City may reimburse Organizer for expenses incurred by Organizer prior to the cancellation up to the amount stated in Section 2. If the Event is canceled by Organizer for reasons within Organizer's control, the City shall not pay any funds to Organizer and Organizer shall return to the City all funds paid by the City to Organizer in connection with the canceled Event within ten (10) business days of the cancellation.

If the Event is canceled for any reason, the City shall not provide any in-kind services after the date of cancellation. If the Event is canceled for any reason, the City's facilities shall be available to the Organizer on the same basis that they are available to any other person or entity.

If the main location of the Event moves outside the City limits of the City of Tigard for a given year, the City may terminate or reduce payments and/or the provision of services as it determines appropriate. The termination or reduction shall be decided by the City Council in its sole discretion.

7. Organizer shall identify City as a sponsor of the Event and Organizer shall provide the following rights to City:
 - A. The right to have a booth paid for by the Organizer at the Event at a location acceptable and mutually agreed upon by the City and Organizer.

- B. The right to have banners of a size and design chosen by the City and placed at locations mutually agreed upon. City's banners are to be located at site with other major sponsors. The City would provide banners.
- C. The right to signage on any courtesy vehicles used by Organizer in connection with the Event. It is understood that no courtesy vehicles have been used in recent years.
- D. The City's logo is to be used in all paid advertising purchased by the organizer when other sponsor logos are used. The size of the City's logo shall be comparable to those corporate sponsors making similar financial contributions.
- E. The right to be named in all press releases issued by Organizer.
- F. The right to be listed in any list of sponsors or to be included in any acknowledgment of sponsors.
- G. The right to advertise in the official program produced by Organizer.
- H. The right to use photographs and film of this Event generated by the City, its employees, agents or volunteers.
- I. The right to make public address announcements during the Event. (Emergency announcements may be made at any time and generic public service announcements as mutually agreed upon.)

Nothing in the identification of the City as a sponsor shall state or imply that the Organizer is an agent of the City or that the City is responsible in any way for the Event.

- 8. Organizer shall provide sufficient means by which the public may obtain information about the Event, including but not limited to adequate phone lines to handle inquiries about the Event. The information phone lines shall be answered by a person or by a message that includes Event location, schedule and pricing information. Organizer shall provide City a written public information and communication plan at least 90 days before the Event. The City may require revisions to the plan. If Organizer fails to provide a plan or to comply with the plan, the City may terminate this Agreement, suspend or reduce payments, or deny Organizer the use of City facilities or services. City's only obligation to provide information about the Event shall be to provide the Event's information telephone number and/or web site address.

9. Food, Beverages and Music.

- A. Organizer represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation in the Event, that they will comply with all food service, sanitation and other regulations applicable to their services at the Event.
- B. If alcohol is served at the Event, Organizer will use its best efforts, and will cause its vendors to use their best efforts, to comply with all applicable laws and regulations, including City regulations, regarding the service of alcohol to intoxicated or underage persons, and to encourage the safe use of alcohol.
- C. If alcohol is served at the Event, Contractor shall provide proof of Liquor Liability coverage required by Sections 12 and 14 of this Agreement.
- D. Organizer represents and warrants that all music played at the Event, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Organizer will indemnify and hold City harmless from and against any liability arising out of the performance of music at the Event.

10. The City and Organizer enter into this Agreement at arms-length and their only relationship is contractual. Neither party is an employee, agent, partner, or co-venturer in relationship to the other. Organizer is and remains an independent entity and has no authority whatsoever to act for the City. Organizer is not an officer, employee or agent of City as those terms are used in ORS 30.265. Organizer's officers, employees and agents are not the officers, employees, or agents of City those terms are used in ORS 30.265. Organizer, its employees and officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so. Organizer shall include a provision that it is not an agent of the City in all contracts it enters into with third parties.

Organizer is solely responsible for the organization of the Event and accepts responsibility and liability for all personal injury, property damage, and other damages arising from or related to the Event. The City has no responsibility for the organization or operation of the Event. To the fullest extent permitted by law, Organizer agrees to fully indemnify, hold harmless and defend the City, its elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, in any way related to the Event, or any activity associated with the Event, except for claims, damages, losses and expenses that are solely attributable to the actions of the City. Organizer's agreement to indemnify, hold harmless and defend the City extends to all claims damages, losses and

expenses caused by or alleged to be caused by the fault or negligence in whole or in part of Organizer's agents, contractors, sub-contractors, employees or any third-parties that are in any way related to the Event. This provision is essential to the City's agreement to sponsor the Event and may not be severed from this Agreement. This indemnity extends to all claims, damages, losses and expenses relating to operation of hot-air balloons, the operation of any carnival rides or games, and the sale or consumption of food or drink in connection with the Event.

11. Organizer shall include in all Event-related contracts with third parties a provision requiring the third party to defend, hold harmless, and indemnify the City as to any claim arising from the actions or negligence of the third party and shall include in those contracts a provision requiring the third parties to maintain adequate liability insurance. Organizer shall require contracts of all balloon owners and operators, and third parties that provide food or beverage service, rides or other entertainment at the site and shall require that the insurance covers the type of service or goods provided. Organizer shall require any third party serving alcohol at the Event to obtain Liquor Liability coverage. Limits for Liquor Liability coverage must match the limits required of Organizer for Commercial General Liability coverage. The Liquor Liability endorsement must be attached to the certificate of insurance provided to the City. Organizer shall provide City with the name, address and phone number of all third parties with which it contracts, a general description of the work the contractor will perform and a copy of each contract. Organizer shall also provide City with the name, address and phone number of all other sponsors of the Event.
12. Organizer has chosen to use City property and facilities for the Event based on Organizer's inspection of the property and facilities and determination that the property and facilities are appropriate for the Event. Organizer accepts that the City is not responsible for any defects, imperfections, or lack of suitability of the City property and facilities.
13. During the term of this Sponsorship Agreement, Organizer shall purchase and maintain insurance of the types and in the amounts specified in this section. Organizer shall furnish acceptable certificates of insurance to City at least 10 days before commencement of the event. Organizer shall indemnify City for any liability or damages that City may incur due to Organizer's failure to purchase or maintain any required insurance. Organizer shall indemnify City for any liability or damages that City may incur due to Organizer's failure to purchase or maintain any required insurance. Organizer shall be responsible for the payment of all premiums and deductibles. Organizer shall maintain insurance of the types and in the amounts described below.

A. General Liability Insurance

Organizer shall obtain, at Organizer's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent).

This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following limits of insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	50,000
Medical Expense (Any one Person)	5,000
Special Event Liability	1,000,000 each occurrence/ 2,000,000 aggregate

B. Aviation Event Coverage

Organizer shall obtain, at organizer's expense, and keep in effect during the term of this contract, Aviation Event Liability coverage including coverage for premises. The Combined Single Limit per occurrence shall not be less than \$1,000,000.

C. Liquor Liability Coverage

If alcohol is to be served at the Event, Liquor Liability coverage will be endorsed to the Commercial General Liability coverage. Limits for Liquor Liability coverage will match the limits provided for the Commercial General Liability coverage. The endorsement must be attached to the certificate of insurance provided to the City.

D. Commercial Automobile Insurance

Organizer shall also obtain, at Organizer's expense, and keep in effect during the term of this Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. This requirement

applies if the Organizer provides transportation to or from the Event for participants.

E. Workers Compensation Insurance

Organizer shall provide coverage for all employees coming under the scope of State Workers Compensation laws. This shall include Employers Liability Insurance with coverage of not less than \$500,000 per incident.

F. Additional Insured Requirement

The City of Tigard, its officers, directors, employees, and volunteers shall be added as additional insured with respect to the Event. All Commercial General Liability insurance policies and aviation Event coverage policies will be endorsed to show this additional coverage.

G. Insurance Carrier Acceptability

An insurance company acceptable to the City of Tigard must underwrite coverages provided by the Organizer.

H. Evidence of Insurance

As evidence of the insurance coverage required by this Agreement, the Organizer shall provide a certificate of insurance to the City. No use of City facilities, payment or other benefit will be provided by the City to the Organizer until the required certificates have been received and approved by the City. The certificate will specify and document all provisions required by this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

I. Cancellation Provisions

Coverage may not be canceled or materially changed without 30 days' written notice to the City. The notice of cancellation provision shall be physically endorsed on the Commercial General Liability policy.

Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Organizer's obligation to maintain such insurance.

15. Organizer shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances and obtain all required permits. Required permits may include but are not limited to:

Park Reservation Permit
Parade Permit
Liquor Licenses
Food Handler Permits
Public Assembly Permits

Fees for permits for the Event may be waived.

16. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or fax:

If to Organizer, to: _____
(Address) (Fax)

If to City, to: _____
(Address) (Fax)

or such other address as either party may designate in writing to the other party for this purpose.

17. Other Warranties. Organizer represents and warrants that:
- A. Organizer has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 - B. Organizer's trademarks do not infringe the trademarks or trade names or other rights of any other person;
 - C. Organizer has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 - D. Organizer will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
 - E. Organizer will ensure that all persons and entities it contracts with to provide services or goods at the Event shall have the knowledge, experience and capacity to provide the goods and services.
18. Records and Reporting
- A. Organizer shall maintain a complete set of records relating to the Event, in accordance with generally accepted accounting procedures. The records must be maintained for at least three years from the date they are generated. Organizer

shall permit the authorized representatives of the City to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Organizer relating to the Event while this Agreement is in effect and for three years after termination of this Agreement. The obligations imposed by this section shall survive termination of this Agreement.

- B. Organizer shall request funding on an annual basis for future years within the City's established budget cycle. The request for funding shall include:
 - i. Financial statements from the previous year's Event.
 - ii. The budget for the Event to the year for which funding is requested.
 - iii. An Event schedule.
 - iv. A list of events associated with the Event.
 - v. The amount of funds requested and the purpose for which the funds will be used.
 - vi. A list of all other services, facilities, or other benefits, that Organizer is requesting from City.
 - C. Failure to comply with subsections A or B of this section shall constitute cause for termination of this Agreement by the City.
19. Governing Law and Consent to Jurisdiction. This Agreement is subject to and shall be construed in accordance with the laws of the State of Oregon, except for choice of law provisions. City and Organizer both consent to jurisdiction in the state and federal courts located in Oregon. Organizer shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279.312, 279.314, 279.316 and 279.320, which are hereby incorporated by reference.
20. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that City may assign this Agreement to any successor entity.
21. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.
22. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.
23. If any provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, either party may, within 30 days of the court decision, request that the parties meet to negotiate an amendment to compensate for the loss of the provision declared invalid, void or unenforceable. If the provision declared invalid, void or unenforceable is one that this Agreement provides is not severable, the parties shall

meet as soon as possible to attempt to renegotiate this Agreement. If after good faith efforts to renegotiate the Agreement the parties cannot agree on an amendment, either party may declare the Agreement terminated. In that event, all obligations intended to survive termination, including indemnification obligations and records inspection requirements, shall remain effective but the Agreement shall be otherwise be terminated. In the event of termination under this provision, any payments made by the City to Organizer shall be refunded, except that Organizer shall not be required to refund any amount actually expended for the Event. In the event that neither party requests renegotiation within 30 days and the provision declared void, invalid or unenforceable is not one that the Agreement provides is non-severable, the Agreement shall remain in effect except for the provision declared invalid, void or unenforceable.

24. This Agreement may be terminated by mutual agreement of the parties. Either party may terminate this Agreement for no reason by providing notice of termination one year prior to termination. Either party may terminate this Agreement for default by providing 30 days' notice. If the other party may cure the default and does so within 30 days, the Agreement shall not terminate. City may terminate this Agreement without notice by vote of the City Council if the City Council determines that it is in the public interest to do so. Any breach of this Agreement shall be considered a default. The indemnification provisions shall survive termination.
25. Except for those responsibilities expressly reserved to the City Council, all rights and duties of the City may be exercised by the City Manager or designee.

ORGANIZER

SPONSOR

[Name]

City of Tigard

[Signature]

[Signature]

[Date]

[Date]

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CITY OF TIGARD, OREGON

RESOLUTION NO. 01-

A RESOLUTION ACKNOWLEDGING THAT THE TIGARD 4TH OF JULY EVENT IS A CITY OF TIGARD SPONSORED EVENT AND ESTABLISHING THE MODIFIED STANDARD AGREEMENT FORM AS AGREED UPON BY THE CITY OF TIGARD AND 4TH OF JULY EVENT ORGANIZERS

WHEREAS, the City of Tigard Vision Task Force and Action Planning Committee Strategy for Community Character and Quality of Life calls for development of an overall approach for sponsoring community events, including long-standing events and new events, and development of a philosophy for event sponsorship; and

WHEREAS, City of Tigard Resolution No. 00-58 established procedures for City Sponsorship of Community Events; and

WHEREAS, Resolution No. 00-21 established that the Tigard 4th of July Event is a City Sponsored Event and the initial amount of funding for this event is \$7,500; and

WHEREAS, on November 20, 2001, the Tigard City Council reviewed the proposed modified standard agreement as attached (Exhibit 1).

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Tigard 4th of July Event is a City of Tigard sponsored event with the length of sponsorship to be automatically renewed from year-to-year, with a one-year notice to the event organizers should the City decide not to renew funding.

SECTION 2: The Mayor is hereby authorized to sign the agreement attached (Exhibit 1).

SECTION 3: The resolution is effective immediately upon passage.

PASSED: This ____ day of ____ 2001.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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SPONSORSHIP AGREEMENT

This Sponsorship Agreement (Agreement) is between the City of Tigard, an Oregon municipal corporation (“City”) and the **Tigard 4th of July, Inc.** (“Organizer”).

RECITALS

- a. Organizer is the planner of the 4th of July Fireworks (the “Event”) and has asked the City to be a sponsor of the Event. Although open to the public, the Event put on by Organizer is a private event and not an official City event.
- b. City has passed a resolution that provides procedures and policies for City sponsorship of events.
- c. City has passed a resolution that authorized City sponsorship of the Event, subject to execution of this Sponsorship Agreement.
- d. City and Organizer have agreed to the scope of the City sponsorship and the relationship between the City and Organizer as set forth below.

AGREEMENT

1. This Agreement shall remain in effect until terminated as provided in Section 21 below.
2. The City shall advance monies towards some of the costs to put on the Event. If the Event does not take place in a location allowing viewing of the fireworks in the City of Tigard, a refund shall be paid by the Organizer to the City as specified in this Sponsorship Agreement.
3. City shall make City facilities available for use by Organizer as specified on a map approved by the Public Works Director or his designee.

During the period that Organizer has the right to use these areas, Organizer may exclude others from these areas in order to ensure public safety.

For all other areas Organizer shall have no right to exclude persons or prevent them from engaging in commercial activity.

4. City shall provide the following in-kind services to the Organizer:
 - a. City shall include the Event as a covered event under its general liability policy as provided in Section 10 and 11 below.

5. If the Event does not take place because of weather or other reason outside the control of the Organizer, Organizer shall repay the City the amount paid pursuant to Section 2, provided, however, that Organizer shall not be required to refund any amount actually expended for the Event before cancellation. In determining whether proceeds from the City have been expended, Organizer shall balance expenditures for the Event against revenue related to the Event, and all excess income up to the total amount contributed to the Organizer by the City shall be used to repay the City on a pro-rata basis when compared to other major contributors to the Event.

If the Event is canceled for any reason, the City shall not provide any in-kind services after the date of cancellation. If the Event is canceled for any reason, the City's facilities shall be available to the Organizer on the same basis that they are available to any other person or entity.

If the main location of the Event moves outside the City limits of the City of Tigard for a given year, the City may terminate or reduce payments and/or the provision of services as it determines appropriate. The termination or reduction shall be decided by the City Council in its sole discretion.

6. Organizer shall identify City as a sponsor of the Event and Organizer shall provide the following rights to City:
 - A. The right to have a booth at the Event, a courtesy tent or host a similar area at the Event at a location designated by Organizer.
 - B. The right to have banners at locations mutually agreed upon by the Organizer and the City. The City would provide banners.
 - C. The right to have additional signs at locations mutually agreed upon by the Organizer. The City would provide signs.
 - D. The right to signage on all courtesy vehicles, if any, used by Organizer in connection with the Event.
 - E. The right to credit (listing the City as a sponsor) in all print advertising placed by Organizer.
 - F. The right to be named in all press releases issued by Organizer.
 - G. The right to be listed in any list of sponsors or to be included in any acknowledgment of sponsors.
 - H. The right to be acknowledged in any official program produced by the Organizer.
 - I. The right to have the city logo displayed on an equal basis with other sponsors.

J. The right to use photographs and film of this Event generated by the City, its employees, agents or volunteers.

K. The right to make public address announcements during the Event.

Nothing in the identification of the City as a sponsor shall state or imply that the Organizer is an agent of the City or that the City is responsible in any way for the Event.

7. Food and Beverage Service.

A. Organizer represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation in the Event, that they will comply with all food service, sanitation and other regulations applicable to their services at the Event.

B. No alcohol is served at the Event.

C. Organizer represents and warrants that all music played at the Event, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Organizer will indemnify and hold City harmless from and against any liability arising out of the performance of music at the Event.

8. The City and Organizer enter into this Agreement at arms-length and their only relationship is contractual. Neither party is an employee, agent, partner, or co-venturer in relationship to the other. Organizer is and remains an independent entity and has no authority whatsoever to act for the City. Organizer is not an officer, employee or agent of City as those terms are used in ORS 30.265. Organizer's officers, employees and agents are not the officers, employees, or agents of City as those terms are used in ORS 30.265. Organizer, its employees and officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so. Organizer shall include a provision that it is not an agent of the City in all contracts it enters into with third parties.

9. Organizer is solely responsible for the organization of the Event and accepts responsibility and liability for all personal injury, property damage, and other damages arising from or related to the Event. The City has no responsibility for the organization or operation of the Event to the extent the liability is not covered in the City's insurance as provided in Section 11. To the fullest extent permitted by law, Organizer agrees to fully indemnify, hold harmless and defend the City, its elected and appointed officials, and employees from and against all claims, damages, losses and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, in any way related to the Event, or any

activity associated with the Event, except for claims, damages, losses and expenses that are solely attributable to the actions of the City or that are covered by the City's insurance as provided in Section 11. Organizer's agreement to indemnify, hold harmless and defend the City extends to all claims, damages, losses and expenses caused by or alleged to be caused by the fault or negligence in whole or in part of Organizer's agents, contractors, sub-contractors, employees or any third parties that are in any way related to the Event. Nothing in this paragraph shall be interpreted or applied to reduce or limit in any way the insurance coverage provided by the City under Section 11.

10. Organizer shall include in all Event-related contracts with third parties, if any, a provision requiring the third party to defend, hold harmless, and indemnify the City as to any claim arising from the actions or negligence of the third party and shall include in those contracts a provision requiring the third parties to maintain adequate liability insurance naming the City as an additional insured. Organizer shall require contracts of all third parties that provide food or beverage service, rides or other entertainment at the site and shall require that the insurance cover the type of service or goods provided. Organizer shall provide City with the name, address and phone number of all third parties with which it contracts, a general description of the work the contractor will perform and a copy of each contract.
11. Organizer has chosen to use City property and facilities for the Event based on Organizer's inspection of the property and facilities and determination that the property and facilities are appropriate for the Event. Organizer accepts that the City is not responsible for any defects, imperfections, or lack of suitability of the City property and facilities.

The City agrees to include the Event as an insured activity under its existing liability insurance, workers compensation and other relevant policies. Persons involved in putting on the Event shall be considered volunteers for purposes of insurance coverage.

12. Organizer shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances and obtain all required permits. Required permits may include but are not limited to:

Park Reservation Permit
Parade Permit
Food Handler Permits

Fees for permits for the Event may be waived.

13. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or fax:

If to Organizer, to: _____

(Address)

(Fax)

If to City, to: _____
(Address) (Fax)

or such other address as either party may designate in writing to the other party for this purpose.

14. Other Warranties. Organizer represents and warrants that:

- A. Organizer has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- B. Organizer's trademarks, if any, do not infringe the trademarks or trade names or other rights of any other person;
- C. Organizer has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
- D. Organizer will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- E. Organizer will ensure that all persons and entities it contracts with to provide services or goods at the Event shall have the knowledge, experience and capacity to provide the goods and services.

15. Records and Reporting

- A. Organizer shall maintain a complete set of financial records relating to the Event in a form acceptable the City's Finance Director. The records must be maintained for at least three years from the date they are generated. Organizer shall permit the authorized representatives of the City to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Organizer relating to the Event while this Agreement is in effect and for three years after termination of this Agreement. The obligations imposed by this section shall survive termination of this Agreement.
- B. Organizer shall request funding on an annual basis for future years within the City's established budget cycle. The request for funding shall include:
 - i. Financial statements from the previous year's Event.
 - ii. The amount of funds requested and the purpose for which the funds will be used.

- iii. A list of all other services, facilities, or other benefits, that Organizer is requesting from City.
- iv. A list of the names, addresses and telephone numbers of all other sponsors of the Event.

C. Failure to comply with subsections A or B of this section shall constitute cause for termination of this Agreement by the City.

- 16. **Governing Law and Consent to Jurisdiction.** This Agreement is subject to and shall be construed in accordance with the laws of the State of Oregon, except for choice of law provisions. City and Organizer both consent to jurisdiction in the state and federal courts located in Oregon. Organizer shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279.312, 279.314, 279.316 and 279.320, which are hereby incorporated by reference.
- 17. **Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that City may assign this Agreement to any successor entity.
- 18. **Complete Agreement.** This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.
- 19. **Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
- 20. If any provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, either party may, within 30 days of the court decision, request that the parties meet to negotiate an amendment to compensate for the loss of the provision declared invalid, void or unenforceable. If the provision declared invalid, void or unenforceable is one that this Agreement provides is not severable, the parties shall meet as soon as possible to attempt to renegotiate this Agreement. If after good faith efforts to renegotiate the Agreement the parties cannot agree on an amendment, either party may declare the Agreement terminated. In that event, all obligations intended to survive termination, including indemnification obligations and records inspection requirements, shall remain effective but the Agreement shall be otherwise be terminated. In the event of termination under this provision, any payments made by the City to Organizer shall be refunded, except that Organizer shall not be required to refund any amount actually expended for the Event. In the event that neither party requests renegotiation within 30 days and the provision declared void, invalid or unenforceable is not one that the Agreement provides is non-severable, the Agreement shall remain in effect except for the provision declared invalid, void or unenforceable.

21. This Agreement may be terminated by mutual agreement of the parties. The City may terminate this Agreement for no reason by providing notice of termination one year prior to termination. The Organizer may terminate this Agreement up to three months prior to the Event for no reason and all funds advanced by the City to the Organizer shall be returned to the City. Either party may terminate this Agreement for default by providing 30 days' notice. If the other party may cure the default and does so within 30 days, the Agreement shall not terminate. City may terminate this Agreement without notice by vote of the City Council if the City Council determines that it is in the public interest to do so. Any breach of this Agreement shall be considered a default. The indemnification provisions shall survive termination.
22. Except for those responsibilities expressly reserved to the City Council, all rights and duties of the City may be exercised by the City Manager or designee.

ORGANIZER

SPONSOR

[Name]

City of Tigard

[Signature]

[Signature]

[Date]

[Date]

I:\ADMPACKET '01\20011218\4TH OF JULY AGREEMENT - RES EXH. A.DOC

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-

A RESOLUTION ACKNOWLEDGING THAT THE BROADWAY ROSE THEATER IS A CITY OF TIGARD SPONSORED EVENT AND ESTABLISHING THE MODIFIED STANDARD AGREEMENT FORM AS AGREED UPON BY THE CITY OF TIGARD AND BROADWAY ROSE THEATER ORGANIZERS

WHEREAS, the City of Tigard Vision Task Force and Action Planning Committee Strategy for Community Character and Quality of Life calls for development of an overall approach for sponsoring community events, including long-standing events and new events, and development of a philosophy for event sponsorship; and

WHEREAS, City of Tigard Resolution No. 00-58 established procedures for City Sponsorship of Community Events; and

WHEREAS, Resolution No. 00-22 established that the Broadway Rose Theater is a City Sponsored Event and the initial amount of funding for this event is \$10,000; and

WHEREAS, on November 20, 2001, the Tigard City Council reviewed the proposed modified standard agreement as attached (Exhibit 1).

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: The Broadway Rose Theater is a City of Tigard sponsored event with the length of sponsorship to be automatically renewed from year-to-year, with a one-year notice to the event organizers should the City decide not to renew funding.

SECTION 2: The Mayor is hereby authorized to sign the agreement attached (Exhibit 1).

SECTION 3: The resolution is effective immediately upon passage.

PASSED: This ____ day of ____ 2001.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

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RESOLUTION NO. 01-__

Page 1

SPONSORSHIP AGREEMENT

This Sponsorship Agreement (“Agreement”) is between the City of Tigard, an Oregon municipal corporation (“City”) and the **Broadway Rose Theater** (“Organizer”).

RECITALS

- a. Organizer is the organizer of the Broadway Rose Theater season (the “Event”) and has asked the City to be a sponsor of the Event. Although open to the public, the Event put on by Organizer is a private event and not an official City event.
- b. City has passed a resolution which provides procedures and policies for City sponsorship of events.
- c. City has passed a resolution which authorized City sponsorship of the Event, subject to execution of this Sponsorship Agreement.
- d. City and Organizer have agreed to the scope of the City sponsorship and the relationship between the City and Organizer as set forth below.

AGREEMENT

1. This Agreement shall be effective when Organizer provides certificates of insurance as required by Section 11 below.
2. This Agreement shall remain in effect until terminated as provided in Section ____ below.
3. City shall reimburse (pay) Organizer up to _____ for fiscal year ____, for costs incurred to put on the Event. Payment shall be made only after Organizer provides proof that the costs have been incurred and paid by the Organizer and were costs of the Event. (Payment shall be made no more than 60 days prior to the Event to pay costs of the Event.) The amount of funds, if any, that the City will provide for future fiscal years shall be determined by the Tigard City Council in its sole discretion.
4. If the Event does not take place because of weather or other reason outside the control of the Organizer, Organizer shall repay the City the amount paid pursuant to Section 2, provided however, that Organizer shall not be required to refund any amount actually expended for the Event before cancellation. In determining whether proceeds from the City have been expended, Organizer shall balance expenditures for the Event against revenue related to the Event, and all excess income up to the amount stated in Section 2 shall be used to repay the City.

If the Event is canceled for any reason, the City shall not provide any in-kind services after the date of cancellation. If the Event is canceled for any reason, the City's facilities shall be available to the Organizer on the same basis that they are available to any other person or entity.

If the main location of the Event moves outside the City limits of the City of Tigard for a given year, the City may terminate or reduce payments and/or the provision of services as it determines appropriate. The termination or reduction shall be decided by the City Council in its sole discretion.

4. Organizer shall identify City as a sponsor of the Event and Organizer shall provide the following rights to City:
 - A. The right to be a part of the corporate sponsorship display in the lobby where the theater is located. Such display ornaments to be provided by the Organizer and to be of a size and design mutually agreed upon by the City and the Organizer.
 - B. The right to have additional signs at locations specified by the City.
 - C. The right to signage on all courtesy vehicles, if any, used by Organizer in connection with the Event.
 - D. The right to credit in placed by Organizer in connection with the Event.
 - E. The right to be named in all press releases issued by Organizer.
 - F. The right to be listed in any list of sponsors or to be included in any acknowledgment of sponsors.
 - G. The right to purchase advertising in the official program produced by Organizer.
 - H. The right to have the city logo displayed on an equal basis with other sponsors.
 - I. The right to use photographs of this Event generated by the City, its employees, agents or volunteers.

Nothing in the identification of the City as a sponsor shall state or imply that the Organizer is an agent of the City or that the City is responsible in any way for the Event.

6. Organizer shall provide sufficient means by which the public may obtain information about the Event, including but not limited to adequate phone lines to handle inquiries about the Event. The information phone lines shall be answered by a person or by a message that includes Event location, schedule and pricing information. Organizer shall

provide City a written public information and communication plan at least 90 days before the Event. The City may require revisions to the plan. If Organizer fails to provide a plan or to comply with the plan, the City may terminate this Agreement, suspend or reduce payments, or deny Organizer the use of City facilities or services. City's only obligation to provide information about the Event shall be to provide the Event's information telephone number and/or web site address.

7. Food and Beverage Service.
 - A. Organizer represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation in the Event, that they will comply with all food service, sanitation and other regulations applicable to their services at the Event.
 - B. No alcohol is served at the Event.
 - C. Organizer represents and warrants that all music played at the Event, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Organizer will indemnify and hold City harmless from and against any liability arising out of the performance of music at the Event.
8. The City and Organizer enter into this Agreement at arms-length and their only relationship is contractual. Neither party is an employee, agent, partner, or co-venturer in relationship to the other. Organizer is and remains an independent entity and has no authority whatsoever to act for the City. Organizer is not an officer, employee or agent of City as those terms are used in ORS 30.265. Organizer's officers, employees and agents are not the officers, employees, or agents of City those terms are used in ORS 30.265. Organizer, its employees and officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so. Organizer shall include a provision that it is not an agent of the City in all contracts it enters into with third parties.
9. Organizer is solely responsible for the organization of the Event and accepts responsibility and liability for all personal injury, property damage, and other damages arising from or related to the Event. The City has no responsibility for the organization or operation of the Event. To the fullest extent permitted by law, Organizer agrees to fully indemnify, hold harmless and defend the City, its elected and appointed officials, employees and volunteers from and against all claims, damages, losses and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, in any way related to the Event, or any activity associated with the Event, except for claims, damages, losses and

expenses that are solely attributable to the actions of the City. Organizer's Agreement to indemnify, hold harmless and defend the City extends to all claims damages, losses and expenses caused by or alleged to be caused by the fault or negligence in whole or in part of Organizer's agents, contractors, sub-contractors, employees or any third-parties that are in any way related to the Event. This provision is essential to the City's Agreement to sponsor the Event and may not be severed from this Agreement.

10. Organizer shall include in all Event-related contracts with third parties a provision requiring the third party to defend, hold harmless, and indemnify the City as to any claim arising from the actions or negligence of the third party and shall include in those contracts a provision requiring the third parties to maintain adequate liability insurance naming the City as an additional insured. Organizer shall require contracts of all third parties that provide food or beverage service, rides or other entertainment at the site and shall require that the insurance covers the type of service or goods provided. Organizer shall provide City with the name, address and phone number of all third parties with which it contracts, a general description of the work the contractor will perform and a copy of each contract. Organizer shall also provide City with the name, address and phone number of all other sponsors of the Event.
11. During the term of this Sponsorship Agreement, Organizer shall purchase and maintain insurance of the types and in the amounts specified in this section. Organizer shall furnish acceptable certificates of insurance to City at least 60 days before commencement of the Event, or within ten (10) days after execution of this Agreement if this Agreement is executed less than 70 days before the Event. Organizer shall indemnify City for any liability or damages that City may incur due to Organizer's failure to purchase or maintain any required insurance. Organizer shall indemnify City for any liability or damages that City may incur due to Organizer's failure to purchase or maintain any required insurance. Organizer shall be responsible for the payment of all premiums and deductibles. Organizer shall maintain insurance of the types and in the amounts described below.

A. General Liability Insurance

Organizer shall obtain, at Organizer's expense, and keep in effect during the term of this Agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement. The following limits of insurance will be carried:

Coverage

Limit

General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	50,000
Medical Expense (Any one Person)	5,000
Employers Liability	500,000

B. Commercial Automobile Insurance

Organizer shall also obtain, at Organizer's expense, and keep in effect during the term of this Agreement, "Symbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. This requirement applies if the Organizer provides transportation to or from the Event for participants.

C. Workers Compensation Insurance

Organizer shall provide coverage for all employees coming under the scope of State Workers Compensation laws. This shall include Employers Liability Insurance with coverage of not less than \$500,000 per accident.

D. Additional Insured Requirement

The City of Tigard, its officers, directors, employees, and volunteers shall be added as additional insured with respect to the Event. All Commercial General Liability insurance policies will be endorsed to show this additional coverage.

E. Insurance Carrier Acceptability

An insurance company acceptable to the City of Tigard must underwrite coverages provided by the Organizer.

F. Evidence of Insurance

As evidence of the insurance coverage required by this Agreement, the Organizer shall provide a certificate of insurance to the City. No use of City facilities, payment or other benefit will be provided by the City to the Organizer until the required certificates have been received and approved by the City. The certificate will specify and document all provisions required by this Agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

H. Cancellation Provisions

Coverage may not be canceled or materially changed without 30 days written notice to the City. The notice of cancellation provision shall be physically endorsed on the Commercial General Liability policy.

Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Organizer's obligation to maintain such insurance.

The insurance required under this paragraph shall require the insurer to give City not less than thirty (30) days' notice prior to termination or cancellation of coverage.

Organizer shall require all entities it contracts with to provide service at the Event to provide insurance with the same limits required of Organizer.

12. Organizer shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances and obtain all required permits. Required permits may include but are not limited to:

Food Handler Permits

Fees for permits for the Event may be waived.

13. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or fax:

If to Organizer, to: _____
(Address) (Fax)

If to City, to: _____
(Address) (Fax)

or such other address as either party may designate in writing to the other party for this purpose.

14. Other Warranties. Organizer represents and warrants that:
- A. Organizer has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 - B. Organizer's trademarks do not infringe the trademarks or trade names or other rights of any other person;
 - C. Organizer has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
 - D. Organizer will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
 - E. Organizer will ensure that all persons and entities it contracts with to provide services or goods at the Event shall have the knowledge, experience and capacity to provide the goods and services.
15. Records and Reporting
- A. Organizer shall maintain a complete set of records relating to the Event, in accordance with generally accepted accounting procedures. The records must be maintained for at least three years from the date they are generated. Organizer shall permit the authorized representatives of the City to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Organizer relating to the Event while this Agreement is in effect and for three years after termination of this Agreement. The obligations imposed by this section shall survive termination of this Agreement.
 - B. Organizer shall request funding on an annual basis for future years within the City's established budget cycle. The request for funding shall include:
 - i. Financial statements from the previous year's Event.
 - ii. The budget for the Event to the year for which funding is requested.
 - iii. An Event schedule.
 - iv. A list of events associated with the Event.
 - v. The amount of funds requested and the purpose for which the funds will be used.
 - vi. A list of all other services, facilities, or other benefits, that Organizer is requesting from City.
 - C. Failure to comply with subsections A or B of this section shall constitute cause for termination of this Agreement by the City.

16. **Governing Law and Consent to Jurisdiction.** This Agreement is subject to and shall be construed in accordance with the laws of the State of Oregon, except for choice of law provisions. City and Organizer both consent to jurisdiction in the state and federal courts located in Oregon. Organizer shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279.312, 279.314, 279.316 and 279.320, which are hereby incorporated by reference.
17. **Non-Assignment.** Neither party shall assign this Agreement without the prior written approval of the other party, except that City may assign this Agreement to any successor entity.
18. **Complete Agreement.** This Agreement represents the entire Agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.
19. **Binding Agreement.** This Agreement shall be binding upon the parties, their successors and assigns.
20. **This Agreement may be terminated by mutual agreement of the parties.** Either party may terminate this Agreement for no reason by providing notice of termination one year prior to termination. Either party may terminate this Agreement for default by providing 30 days' notice. If the other party may cure the default and does so within 30 days, the Agreement shall not terminate. City may terminate this Agreement without notice by vote of the City Council if the City Council determines that it is in the public interest to do so. Any breach of this Agreement shall be considered a default. The indemnification provisions shall survive termination.
21. **If any provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, either party may, within 30 days of the court decision, request that the parties meet to negotiate an amendment to compensate for the loss of the provision declared invalid, void or unenforceable.** If the provision declared invalid, void or unenforceable is one that this Agreement provides is not severable, the parties shall meet as soon as possible to attempt to renegotiate this Agreement. If after good faith efforts to renegotiate the Agreement the parties cannot agree on an amendment, either party may declare the Agreement terminated. In that event, all obligations intended to survive termination, including indemnification obligations and records inspection requirements, shall remain effective but the Agreement shall be otherwise be terminated. In the event of termination under this provision, any payments made by the City to Organizer shall be refunded, except that Organizer shall not be required to refund any amount actually expended for the Event. In the event that neither party requests renegotiation within 30 days and the provision declared void, invalid or unenforceable is not one that the Agreement provides is non-severable, the Agreement shall remain in effect except for the provision declared invalid, void or unenforceable.

22. Except for those responsibilities expressly reserved to the City Council, all rights and duties of the City may be exercised by the City Manager or designee.

ORGANIZER

SPONSOR

[Name]

City of Tigard

[Signature]

[Signature]

[Date]

[Date]

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CITY OF TIGARD, OREGON
RESOLUTION NO. 01-58

A RESOLUTION REVISING THE PROCEDURE TO GRANT CITY SPONSORSHIP TO
COMMUNITY EVENTS AND REPLACING RESOLUTION NO. 00-01.

WHEREAS, various groups organize and put on community and cultural events for the benefit of the citizens of Tigard; and

WHEREAS, the City of Tigard from time to time offers support for some privately organized and operated events in the form of cash payments, in-kind services, fee waivers, and/or access to City facilities or insurance; and

WHEREAS, it would be appropriate for the City to support certain privately organized and operated events as a sponsor due to the number of Tigard citizens participating or volunteering for the event, the role of the event in creating a greater sense of community in Tigard, and the economic, artistic, and cultural benefits of the event to Tigard residents and businesses; and

WHEREAS, City sponsorship, with a commitment for long term participation, improves the ability of event organizers to plan for the long term and to obtain other sponsors and financial support; and

WHEREAS, the City did establish three sponsored community events in 2000 by way of Resolution No. 00-20 for the Tigard Festival of Balloons, Resolution No.00-21 for the Tigard 4th of July Event, and Resolution No. 00-22 for the Broadway Rose Theatre Company.


NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

Section 1: The procedure for City Sponsorship of Cultural Events, included in this Resolution as Attachment A, is hereby adopted. The procedure adopted by Resolution No. 00-01 shall no longer be in effect.

Section 2: The standardized agreement form, included in this resolution as Attachment B, is hereby adopted as the agreement form that the City shall use for agreements with organizers of sponsored events. The standard form may be modified on a case-by-case basis to fit the particular circumstances of a sponsored event.

Section 3: This resolution is effective immediately upon passage.

PASSED: This 9th day of October, 2001.



Mayor, City of Tigard

ATTEST:



City Recorder - City of Tigard
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ATTACHMENT A
CITY SPONSORSHIP OF CULTURAL EVENTS

1. The City of Tigard will formally recognize by Council resolution those community and cultural events that it wishes to sponsor. Sponsorship will continue until terminated under the terms of the sponsorship agreement. All sponsored events shall remain the responsibility of the event organizer and are not official City events.
2. City sponsorship may include City support (cash payments, in-kind services, fee waivers, and/or access to City facilities or insurance), as identified in the sponsoring resolution. If City sponsorship includes cash payments, the sponsoring resolution will identify a target funding amount. A target amount may be adjusted, however, during the City's annual budget process. City sponsorship may include coverage by the City's insurance policies only with the written approval of the City's Finance Director and Risk Manager.
3. In identifying events for City sponsorship, the City will consider the following factors:
 - a. The number of City residents participating in the event.
 - b. The number of City residents volunteering for the event.
 - c. The role of the event in creating a greater sense of community and Tigard identity.
 - d. Economic, artistic, and cultural benefits of the event to Tigard residents and businesses.
 - e. The level of support for the event raised from other sources.
 - f. The event is held within the corporate limits of the City of Tigard.
4. The City may require events sponsored by the City to list the City as a sponsor in publicity and promotional materials that list sponsors. The City may require the event to include the City's logo on any materials or displays that display other sponsors' logos.
5. Non-sponsored events may be considered for funding during the City's annual budget process on a year-to-year basis.
6. The organizer of a sponsored event shall be required to enter into a sponsorship agreement with the City.
7. The sponsored event and the organizer of the sponsored event are independent of City control and have no authority to act for the City. The sponsored event and organization are not agents, employees or officers of the City for any purpose.
8. The City may review sponsored events and the actions of the organizers of sponsored events at any time to determine continued compliance with agreements, sponsoring resolutions, and applicable code provisions and may take appropriate action, including termination, for noncompliance.

ATTACHMENT B
SPONSORSHIP AGREEMENT

This sponsorship agreement is between the City of Tigard, an Oregon municipal corporation (City) and _____, a _____ (Organizer).

RECITALS

- a. Organizer is the organizer of the _____ (the Event) and has asked the City to be a sponsor of the Event. Although open to the public, the Event put on by Organizer is a private event and not an official City event.
- a. City has passed a resolution which provides procedures and policies for City sponsorship of events.
- b. City has passed a resolution which authorized City sponsorship of the Event, subject to execution of this Sponsorship Agreement.
- c. City and Organizer have agreed to the scope of the City sponsorship and the relationship between the City and Organizer as set forth below.

AGREEMENT

- 1. (OPTIONAL - to be used if the City requires Organizer to provide insurance. Not applicable if City provides insurance.) This agreement shall be effective when Organizer provides certificates of insurance as required by Section ____ below.
- 2. This agreement shall remain in effect until terminated as provided in Section ____ below.
- 3. City shall reimburse (pay) Organizer up to _____ for fiscal year _____, for costs incurred to put on the Event, as provided for in Resolution _____. Payment shall be made only after Organizer provides proof that the costs have been incurred and paid by the Organizer and were costs of the Event. (Payment shall be made no more than 60 days prior to the Event to pay costs of the Event.) The amount of funds, if any, that the City will provide for future fiscal years shall be determined by the Tigard City Council in its sole discretion.

4. A. (OPTIONAL) City shall make the following City facilities available for use by Organizer:

The dates and times of use of the City facilities shall be specified in a permit that must be applied for at least ____ days before the Event. All fees for the permit may be waived.

- B. (OPTIONAL - PROBABLY FOR BALLOON FESTIVAL ONLY) Organizer shall have the right to use the following areas of Cook Park for the duration of the Event:

_____ (attach map)

During the period that Organizer has the right to use these areas, Organizer may determine who may engage in commercial activities within these areas. For all other areas Organizer shall have no right to exclude persons or prevent them from engaging in commercial activity.

To provide security for equipment, goods and other property of Organizer during the Event, camping within the exclusive area is permitted to Organizer and those permitted to camp by Organizer. This section constitutes the camping permit authorized by TMC Section 7.80.020.

5. (OPTIONAL) City shall provide the following in-kind services to the Organizer:

(FOR BALLOON FESTIVAL) City shall police Cook Park during the Event. Organizer shall have no right to control or direct City police operations and City employees. Nothing in this section relieves Organizer from responsibility for damage to City property or other property resulting from the Event.

City shall provide litter clean up for the Event within Cook Park. Organizer shall have no right to control or direct City employees. Nothing in this section relieves Organizer from responsibility for damage to City property or other property resulting from the Event.

6. (REIMBURSEMENT ALTERNATIVE) If the Event does not take place because of weather or other reason outside the control of the Organizer, the City may reimburse Organizer for expenses incurred by Organizer prior to the cancellation up to the amount stated in Section 2. If the Event is canceled by Organizer for reasons within Organizer's control, the City shall not pay any funds to Organizer and Organizer shall return to the City all funds paid by the City to Organizer in connection with the canceled Event within ten (10) business days of the cancellation.

(PAYMENT ALTERNATIVE) If the Event does not take place because of weather or other reason outside the control of the Organizer, Organizer shall repay the City the amount paid pursuant to Section 2, provided however, that Organizer shall not be required to refund any amount actually expended for the Event before cancellation. In determining whether proceeds from the City have been expended, Organizer shall balance expenditures for the Event against revenue related to the Event, and all excess income up to the amount stated in Section 2 shall be used to repay the City.

If the Event is canceled for any reason, the City shall not provide any in-kind services after the date of cancellation. If the Event is canceled for any reason, the City's facilities shall be available to the Organizer on the same basis that they are available to any other person or entity.

If the main location of the Event moves outside the City limits of the City of Tigard for a given year, the City may terminate or reduce payments and/or the provision of services as it determines appropriate. The termination or reduction shall be decided by the City Council in its sole discretion.

7. Organizer shall identify City as a sponsor of the Event and Organizer shall provide the following rights to City:

(Include as appropriate)

- A. The right to have a booth at the Event.
- B. The right to have banners at the following locations: _____, (*list*) such banners to be provided by Organizer and to be of a size and design chosen by City and placed in accordance with City's directions.
- C. The right to have _____ (*number*) additional signs at locations specified by City and at a distance of at least _____ (*number*) feet from other signage, such signs to be provided by Organizer.

- D. The right to signage on all courtesy vehicles, if any, used by Organizer in connection with the Event.
- E. The right to credit as follows in all print advertising of a size larger than _____ (*number*) square inches placed by Organizer in connection with the Event: inclusion of City as listed sponsor.
- F. The right to be named in all press releases issued by Organizer.
- A. The right to be listed in any list of sponsors or to be included in any acknowledgment of sponsors.
- H. The right to _____ (*number*) pages of advertising in the official program produced by Organizer.
- I. The right to have the City logo displayed on an equal basis with other sponsors.
- J. The right to use photographs and film of this Event generated by the City, its employees, agents or volunteers.
- K. The right to erect a courtesy tent or host a similar area at the Event at a location designated by Organizer.
- L. The right to make public address announcements during the Event.

Nothing in the identification of the City as a sponsor shall state or imply that the Organizer is an agent of the City or that the City is responsible in any way for the Event.

- 8. Organizer shall provide sufficient means by which the public may obtain information about the Event, including but not limited to adequate phone lines to handle inquiries about the Event. The information phone lines shall be answered by a person or by a message that includes Event location, schedule and pricing information. Organizer shall provide City a written public information and communication plan at least 90 days before the Event. The City may require revisions to the plan. If Organizer fails to provide a plan or to comply with the plan, the City may terminate this Agreement, suspend or reduce payments, or deny Organizer the use of City facilities or services. City's only obligation to provide information about the Event shall be to provide the Event's information telephone number and/or web site address.
- 9. Food and Beverage Service.

SPONSORSHIP AGREEMENT

- A. Warranty. Organizer represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation in the Event, that they will comply with all food service, sanitation and other regulations applicable to their services at the Event.
 - B. Alcohol. If alcohol is served at the Event, Organizer will use its best efforts, and will cause its vendors to use their best efforts, to comply with all applicable laws and regulations, including City regulations, regarding the service of alcohol to intoxicated or underage persons, and to encourage the safe use of alcohol.
 - C. Proof of Liquor Liability Coverage. If alcohol is served at the event, Contractor shall provide proof of Liquor Liability coverage required by Sections 13 and 15 of this Agreement.
 - D. Music. Organizer represents and warrants that all music played at the Event, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Organizer will indemnify and hold City harmless from and against any liability arising out of the performance of music at the Event.
10. The City and Organizer enter into this agreement at arms-length and their only relationship is contractual. Neither party is an employee, agent, partner, or co-venturer in relationship to the other. Organizer is and remains an independent entity and has no authority whatsoever to act for the City. Organizer is not an officer, employee or agent of City as those terms are used in ORS 30.265 Organizer's officers, employees and agents are not the officers, employees, or agents of City those terms are used in ORS 30.265. Organizer, its employees and officers shall not hold themselves out either explicitly or implicitly as officers, employees or agents of City for any purpose whatsoever, nor are they authorized to do so. Organizer shall include a provision that it is not an agent of the City in all contracts it enters into with third parties.
11. Organizer is solely responsible for the organization and operation of the Event and accepts responsibility and liability for all personal injury, property damage, and other damages arising from or related to the Event. The City has no responsibility for the organization or operation of the Event. To the fullest extent permitted by law, Organizer agrees to fully indemnify, hold harmless and defend the City, its elected and appointed

officials, employees and volunteers from and against all claims, damages, losses and expenses incidental to the investigation and defense thereof, based upon or arising out of or incidental to damages or injuries to persons or property, in any way related to the Event, or any activity associated with the Event, except for claims, damages, losses and expenses that are solely attributable to the actions of the City. Organizer's agreement to indemnify, hold harmless and defend the City extends to all claims damages, losses and expenses caused by or alleged to be caused by the fault or negligence in whole or in part of Organizer's agents, contractors, sub-contractors, employees or any third-parties that are in any way related to the Event. This provision is essential to the City's agreement to sponsor the Event and may not be severed from this agreement. [OPTIONAL -- This indemnity extends to but is not limited to all claims, damages, losses and expenses relating to operation of hot-air balloons, the operation of any carnival rides or games, and the sale or consumption of food or drink in connection with the Event.] [OPTIONAL X This indemnity extends to but is not limited to all claims, damages, losses and expenses relating in any way to fireworks, including injuries or damage resulting from explosion, fire, noise, shock or other direct or indirect effects of fireworks whether or not the damage or injury occurred from a planned or unplanned use or explosion.] [OPTIONAL - FOR CITY INSURED EVENTS X Nothing in this paragraph shall be interpreted or applied to reduce or limit in any way the insurance coverage provided by the City under Section 14.

12. Organizer shall include in all Event-related contracts with third parties a provision requiring the third party to defend, hold harmless, and indemnify the City as to any claim arising from the actions or negligence of the third party and shall include in those contracts a provision requiring the third parties to maintain adequate liability insurance naming the City as an additional insured. Organizer shall require written contracts of all third parties that provide food or beverage service, rides, fireworks displays, or that operate balloons and shall require that the insurance match that required of Organizer and be appropriate to the type of service or goods provided. Organizer shall require any third party serving alcohol at the event to obtain Liquor Liability coverage. Limits for Liquor Liability coverage must match the limits required of Organizer for Commercial General Liability coverage. The Liquor Liability endorsement must be attached to the certificate of insurance provided to the City. Organizer shall provide City with the name, address and phone number of all third parties with which it contracts, a general description of the work the contractor will perform, a copy of each contract, and a certificate of insurance. Organizer shall also provide City with the name, address and phone number of all other sponsors of the Event.
13. (If applicable). Organizer has chosen to use City property and facilities for the Event based on Organizer's inspection of the property and facilities and determination that the property and facilities are appropriate for the Event. Organizer accepts that the City is not responsible for any defects, imperfections, or lack of suitability of the City property and facilities.

14. During the term of this sponsorship agreement, Organizer shall purchase and maintain insurance of the types and in the amounts specified in this section. Organizer shall furnish acceptable certificates of insurance to City at least 60 days before commencement of the Event, or within ten (10) days after execution of this agreement if this agreement is executed less than 70 days before the Event. Certificates of insurance must be provided to the City prior to any payment or furnishing of facilities or services by City. Organizer shall indemnify City for any liability or damages that City may incur due to Organizer's failure to purchase or maintain any required insurance. Organizer shall be responsible for the payment of all premiums and deductibles. Organizer shall maintain insurance of the types and in the amounts described below.

A. **General Liability Insurance** (Not applicable to Events for which City provides insurance)

Organizer shall obtain, at Organizer's expense, and keep in effect during the term of this agreement, Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an Aoccurrence≡ form (1996 ISO or equivalent). This coverage shall include Contractual Liability insurance for the indemnity provided under this agreement. The following limits of insurance will be carried:

<u>Coverage</u>	<u>Limit</u>
General Aggregate	\$1,000,000
Products - Completed Operations Aggregate	2,000,000
Personal and Advertising Injury	1,000,000
Each Occurrence	1,000,000
Fire Damage (Any one Fire)	50,000
Medical Expense (Any one Person)	5,000
Employers Liability	500,000

B. **Liquor Liability Coverage**

If alcohol is to be served at the event, Liquor Liability coverage will be endorsed to the Commercial General Liability coverage. Limits for Liquor Liability coverage will match the limits provided for the Commercial General Liability coverage. The endorsement must be attached to the certificate of insurance provided to the City.

C. Commercial Automobile Insurance

Organizer shall also obtain, at Organizer's expense, and keep in effect during the term of this agreement, ASymbol 1" Commercial Automobile Liability coverage including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,000,000. This requirement applies if the Organizer provides transportation to or from the event for participants.

D. Workers Compensation Insurance

Organizer shall provide coverage for all employees coming under the scope of State Workers Compensation laws. This shall include Employers Liability Insurance with coverage of not less than \$500,000 per accident.

E. Additional Insured Requirement

The City of Tigard, its officers, directors, employees, and volunteers shall be added as additional insured with respect to the Event. All Commercial General Liability insurance policies will be endorsed to show this additional coverage.

F. Insurance Carrier Acceptability

An insurance company acceptable to the City of Tigard must underwrite coverages provided by the Organizer.

G. Evidence of Insurance

As evidence of the insurance coverage required by this agreement, the Organizer shall provide a certificate of insurance to the City. No use of City facilities, payment or other benefit will be provided by the City to the Organizer until the required certificates have been received and approved by the City. The certificate will specify and document all provisions required by this agreement. A renewal certificate will be sent to the City 10 days prior to coverage expiration.

H. Cancellation Provisions

Coverage may not be canceled or materially changed without 30 days' written notice to the City. The notice of cancellation provision shall be physically endorsed on the Commercial General Liability policy.

Failure of City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Organizer's obligation to maintain such insurance.

(FOR 4TH OF JULY FIREWORKS ONLY) The City agrees to include the Event as an insured activity under its existing liability insurance policies.

The insurance required under this Paragraph shall require the insurer to give City not less than thirty (30) days' notice prior to termination or cancellation of coverage.

Organizer shall require all entities it contracts with to provide service at the Event to provide insurance with the same limits required of Organizer.

15. Organizer shall adhere to all applicable federal, state, and local laws, regulations, executive orders and ordinances and obtain all required permits. Required permits may include but are not limited to:

Park Reservation Permit
Parade Permit
Noise Limit Permits
Liquor Licenses
Food Handler Permits
Public Assembly Permits

Fees for permits for the Event may be waived.

16. Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or fax:

If to Organizer, to: _____
(Address) (Fax)

If to City, to: _____
(Address) (Fax)

or such other address as either party may designate in writing to the other party for this purpose.

17. Other Warranties. Organizer represents and warrants that:
- A. Organizer has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
 - B. Organizer's trademarks do not infringe the trademarks or trade names or other rights of any other person;

- C. Organizer has all government licenses, permits or other authorizations necessary to conduct the Event as contemplated under this Agreement; and
- D. Organizer will comply with all applicable laws, regulations and ordinances pertaining to the promotion and conduct of the Event.
- B. Organizer will ensure that all persons and entities it contracts with to provide services or goods at the Event shall have the knowledge, experience and capacity to provide the goods and services.

18. Records and Reporting

- A. Organizer shall maintain a complete set of records relating to the Event, in accordance with generally accepted accounting procedures. The records must be maintained for at least three years from the date they are generated. Organizer shall permit the authorized representatives of the City to inspect and audit all work, materials, payrolls, books, accounts, and other data and records of Organizer relating to the Event while this Agreement is in effect and for three years after termination of this Agreement. The obligations imposed by this section shall survive termination of this Agreement.
- B. Organizer shall request funding on an annual basis for future years within the City's established budget cycle. The request for funding shall include:
 - i. Financial statements from the previous year's Event.
 - ii. The budget for the Event to the year for which funding is requested.
 - iii. An Event schedule.
 - iv. A list of events associated with the Event.
 - v. The amount of funds requested and the purpose for which the funds will be used.
 - vi. A list of all other services, facilities, or other benefits, that Organizer is requesting from City.
- C. Failure to comply with subsections A or B of this section shall constitute cause for termination of this Agreement by the City.

19. Governing Law and Consent to Jurisdiction. This Agreement is subject to and shall be construed in accordance with the laws of the State of Oregon, except for choice of law provisions. City and Organizer both consent to jurisdiction in the state and federal courts located in Oregon. Organizer shall comply with the clauses required in every public contract entered into in the State of Oregon as set forth in ORS 279.312, 279.314, 279.316 and 279.320, which are hereby incorporated by reference.

20. Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that City may assign this Agreement to any successor entity.
21. Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Organizer has made and makes no representations of any kind except those specifically set forth herein.
22. Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.
23. This agreement may be terminated by mutual agreement of the parties. Either party may terminate this agreement for no reason by providing notice of termination one year prior to termination. Either party may terminate this agreement for default by providing 30 days' notice. If the other party may cure the default and does so within 30 days, the agreement shall not terminate. City may terminate this agreement without notice by vote of the City Council if the City Council determines that it is in the public interest to do so. Any breach of this agreement shall be considered a default. The indemnification provisions shall survive termination.
24. Except for those responsibilities expressly reserved to the City Council, all rights and duties of the City may be exercised by the City Manager or designee.

ORGANIZER

[Name]

[Signature]

[Date]

SPONSOR

City of Tigard

[Signature]

[Date]

I:\ADM\CATHY\EVENTS\SPONSOR\RESOLUTION - ATTACHMENT B.DOC

AGENDA ITEM # 3.5
FOR AGENDA OF December 18, 2001

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Appointments to the Planning Commission

PREPARED BY: Susan Koepping DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Appointments to the Planning Commission.

STAFF RECOMMENDATION

Adopt the attached resolution appointing Gretchen Buehner, Jodie Bienerth and Eileen Webb as members of the Planning Commission, and Tom Wolch as alternate to the Planning Commission.

INFORMATION SUMMARY

On November 8th and 19th, 2001, the Mayor's Appointments Advisory Committee interviewed candidates for openings on the Planning Commission. Attached is a resolution which, if adopted, would approve the appointments recommended by the Mayor's Appointments Advisory Committee.

OTHER ALTERNATIVES CONSIDERED

Delay action on the appointments.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal: City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

FISCAL NOTES

none

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-_____

A RESOLUTION APPOINTING GRETCHEN BUEHNER, JODIE BIENERTH AND EILEEN WEBB
AS MEMBERS OF THE PLANNING COMMISSION

WHEREAS, three openings exist due to the expiration of the terms of John Olsen, Steven Topp and Nick Wilson, and

WHEREAS, one alternate position exists, and

WHEREAS, Gretchen Buehner, Jodie Bienerth, Eileen Webb, and Tom Wolch have expressed interest in serving on the Planning Commission, and

WHEREAS, Mayor's Appointments Advisory Committee interviewed Planning Commission applicants on November 8 and November 19, 2001,

NOW, THEREFORE, BE IT RESOLVED by the Tigard City Council that:

SECTION 1: Gretchen Buehner, Jodie Bienerth, Eileen Webb are appointed to Planning Commission terms that expire December 31, 2005.

SECTION 2: Tom Wolch is appointed as alternate to the Planning Commission for a term that expires December 31, 2003.

SECTION 3: This resolution is effective immediately upon passage.

PASSED: This _____ day of _____ 2001.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

RESOLUTION NO. 01-____

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE A Resolution granting an exemption to the City Purchasing Rules (10.015) and allowing Oregon Electric Group to continue to perform the energy conservation retrofit rebate program of City facilities.

PREPARED BY: John Roy DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board authorize waiving the Purchasing Rules 10.015, Exemptions of Contracts under certain dollar amounts for the energy conservation retrofit rebate program for City Facilities.

STAFF RECOMMENDATION

Authorize staff to waive the Purchasing Rule 10.015 and allow Oregon Electric Group to continue with the energy conservation retrofit rebate program of City facilities.

INFORMATION SUMMARY

In January of 2001, City staff advertised for bid for an electrical service provider for City facilities. The bids were submitted based on qualifications and hourly service rate. Oregon Electric Group was selected as the company to provide the electrical service and a service contract was signed on February 20, 2001. In September of 2001, staff became aware of Portland General Electric's intent to raise utility rates from 30% to 50%. During this same time period, staff was pursuing with Portland General Electric it's consumer energy rebate program which deadline was November 30th. Staff began working jointly with Oregon Electric Group and PGE to begin surveying all City facilities. This information was provided by facility as it was complete.

In staff's efforts to meet the deadline for authorization for the rebate program, Oregon Electric Group was selected to perform the necessary work because they agreed to honor the hourly rates identified in their current service contract and perform the additional work. In an effort to meet the November 30th deadline, staff was unable to initiate and complete the required process as outlined in the City's Purchasing rules.

The initial purchase order and contract with Oregon Electric Group for electrical services at all City facilities was in the amount \$7,500.00. Currently we have outstanding purchase orders for the retrofit work in the amount of \$32,724.95. The value of the rebates received totals \$5,788.72. All City facilities except City Hall have qualified for the rebate program and are currently being retrofitted. City Hall has been surveyed but did not meet the PGE November 30th deadline for the rebate program. Staff will continue to work with PGE to obtain any rebates that may be offered for City Hall in the future.

At this time staff is requesting that Council authorize Oregon Electric Group to proceed with completing the City Hall facility as well, and we will continue to work with PGE on the rebate that will be available and details will be provided as soon as those become available. In addition, as part of this exemption request, staff would like the exemption to be applied to the energy conservation project recently completed by Oregon

Electric Group at the Senior Center since this was also a component of expanded energy conservation project.

OTHER ALTERNATIVES CONSIDERED

No other reasonable alternative has been considered.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

N/A

ATTACHMENT LIST

1. Original purchase order opened with Oregon Electric Group
2. Current open purchase orders with Oregon Electric Group for Retrofit project
3. Energy surveys by facility
4. Resolution

FISCAL NOTES

This project will be funded through cost savings and existing appropriations from capital projects already completed. The rebates from Portland General Electric will offset revenue to the General Fund. The project cost savings and appropriations are listed below;

Contracts for unscheduled repairs	\$10,000.00
Engineering costs related to facility repairs	\$ 8,000.00
HVAC replacement @ Niche	\$ 3,180.00
Replace window @ Water Building	\$ 4,154.64
Overhead security door @ Niche	\$ 4,098.00
Repaint exterior @ Niche	\$ 1,770.00
ADA upgrades @ Water Building	\$ 1,522.31
 TOTAL	 \$32,724.95

CITY OF TIGARD, OREGON

RESOLUTION NO. 01-_____

A RESOLUTION GRANTING AN EXEMPTION TO THE CITY PURCHASING RULES (10.015) AND ALLOWING OREGON ELECTRIC GROUP TO CONTINUE TO PERFORM THE ENERGY CONSERVATION RETROFIT REBATE PROGRAM OF CITY FACILITIES.

WHEREAS, the fiscal year 2001-02 budget reflected funding for an energy audit and retrofit at the Senior Center as well as multiple miscellaneous capital improvement projects; and

WHEREAS, PGE offered an energy conservation program with incentives which would enable staff to proceed with completing this survey for other City facilities.

WHEREAS, The City had an existing contract with Oregon Electric Group for general electrical and maintenance services not to exceed \$7,500; and

WHEREAS, the City failed to contact potential contractors since Oregon Electric Group was under an existing contract in an effort to meet PGE rebate deadlines; and

WHEREAS, the additional energy conservation projects will be funded utilizing existing appropriations. Purchase orders totaling \$32,724.25 with total rebates in the amount of \$5,788.72 for a total offset amount of \$26,935.53,

NOW, THEREFORE, BE IT RESOLVED by the Local Contract Review that:

SECTION 1: The City purchasing rules requiring competitive bidding process for dollar amounts exceeding \$25,000 ,unless otherwise declared exempt, are hereby waived.

SECTION 2: The purchase orders in the amount of \$32,724.25 with Oregon Electric Group for the Energy Conservation Retrofit Rebate Program are hereby approved.

SECTION 3: Approval is granted and purchasing guidelines waived to proceed with completion of this project for the City Hall facility.

EFFECTIVE DATE:

PASSED: This _____ day of _____ 2001.

Mayor - City of Tigard

ATTEST:

City Recorder - City of Tigard

RESOLUTION NO. 01-___

Send Billings to:

City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223
Ph: (503) 639-4171 Fax: (503) 639-1471



City of Tigard

PURCHASE ORDER

Vendor: OREGON ELECTRIC GROUP
1010 SE 11TH AVE
PORTLAND, OR 97214
(503) 234-9900

Deliver to: ATTN: A MANZANO
13125 SW HALL BLVD
TIGARD, OR 97223

Comment:

PO Number: W20488

Order Date: 11/14/2001

Expected Delivery Date: ?

Shipping Instructions:

Payment terms: 30 days

PO Status: Open

Quantity	Unit Price	Amount	Description	Balance Due	Account
1.00	19,286.00	19,286.00	Retrofit Canterbury Storage, Niche and Water Building with Energy Efficient Lighting Systems as per the attached PGE Worksheets (PGE Project Nos. 1085325, 1085437, & 1085439) for the total amount of \$19,286.00 to qualify for PGE Incentives/Rebates of \$3,790.00. Start retrofit work as soon as possible, upon receipt of PO and complete entire project no later than November 30, 2001. Only coll white fluorescent lamps shall be used.	19,286.00	650-2160-601000
	TOTALS:	19,286.00		19,286.00	
COPY					
			Canterbury 5106.00	530-6270-	750120
			Water Bldg 8645.00	530-6270-	750120
			13,751.00		
			Niche 5535.00	100-6100-	750120

1. Our Purchase Order Number must appear on all invoices, packing slips, and correspondence.
2. Unless you notify us within ten (10) days of the date of this order, you agree to be bound by the terms and conditions printed on the reverse side of this purchase order, and those incorporated by reference.

AUTHORIZED BY

WHITE: VENDOR
CANARY: PURCHASING FILE

PINK: ACCOUNTING
GOLDENROD: RECEIVING

Send Billings to:

City of Tigard

13125 SW Hall Blvd

Tigard, OR 97223

Ph: (503) 639-4171 Fax: (503) 639-1471



City of Tigard

PURCHASE ORDER**Vendor:** OREGON ELECTRIC GROUP1010 SE 11TH AVE
PORTLAND, OR 97214
(503) 234-9900**Deliver to:**12800 SW ASH
TIGARD, OR 97223--**Comment:****PO Number:** W20507**Order Date:** 11/27/2001**Expected Delivery Date:** ?**Shipping Instructions:****Payment terms:** 30 days**PO Status:** Open

Quantity	Unit Price	Amount	Description	Balance Due	Account
1.00	2,163.80	2,163.80	Retrofit Public Works Building(s) with Energy Efficient Lighting System as per the attached PGE Worksheet (PGE Project No. 1086831) for the total amount of \$8,655.25 to qualify for PGE Incentive/Rebate of 41,243.72. Start retrofit work as soon as possible, upon receipt of PO and complete entire project no later than November 30, 2001. Only cool white fluorescent lamps shall be used.	2,163.80	100-6100-750120
1.00	2,163.80	2,163.80		2,163.80	510-6250-750120
1.00	2,163.80	2,163.80		2,163.80	500-6200-750120
1.00	2,163.85	2,163.85		2,163.85	530-6270-750120
	TOTALS:	8,655.25		8,655.25	

COPY

1. Our Purchase Order Number must appear on all invoices, packing slips, and correspondence.
2. Unless you notify us within ten (10) days of the date of this order, you agree to be bound by the terms and conditions printed on the reverse side of this purchase order, and those incorporated by reference.

Kary L. Muralt, Buyer
AUTHORIZED BY

WHITE: VENDOR
VARY: PURCHASING FILE

PINK: ACCOUNTING
G' ENROD: RECEIVING

Send Billings to:

City of Tigard

13125 SW Hall Blvd

Tigard, OR 97223

Ph: (503) 639-4171 Fax: (503) 639-1471



City of Tigard

PURCHASE ORDER**Vendor:** OREGON ELECTRIC GROUP

1010 SE 11TH AVE

PORTLAND, OR 97214

(503) 234-9900

Deliver to:

13125 SW HALL BLVD

TIGARD, OR 97223

Comment:**PO Number:** W20508**Order Date:** 11/27/2001**Expected Delivery Date:** ?**Shipping Instructions:****Payment terms:** 30 days**PO Status:** Open

Quantity	Unit Price	Amount	Description	Balance Due	Account
1.00	4,783.70	4,783.70	Retrofit CAO/CPAH (corner of Burnham & Ash), Engineering Modular, Inspection Modular, & PD (Salley Porte) Buildings with energy efficient lighting systems as per the attached PGE worksheets (PGE Project No. 1085545 & 1086773) for the total amount of \$4,783.70 to qualify for PGE Incentives/rebates of \$755.00. Start retrofit work as soon as possible, upon receipt of PO and complete entire project no later than 11/30/01. Only cool white fluorescent lamps shall be used.	4,783.70	100-6100-750120
	TOTALS:	4,783.70		4,783.70	

COPY

1. Our Purchase Order Number must appear on all invoices, packing slips, and correspondence.
2. Unless you notify us within ten (10) days of the date of this order, you agree to be bound by the terms and conditions printed on the reverse side of this purchase order, and those incorporated by reference.

Kary L. Huralt, Buyer
AUTHORIZED BY

WHITE: VENDOR
VARY: PURCHASING FILE

PINK: ACCOUNTING
G/ VENDOR: RECEIVING



Portland General Electric Company
16280 SW Upper Boones Ferry Road • Portland, Oregon 97224

November 16, 2001

Mr. Arnie Manzano
City of Tigard
13125 SW Hall Blvd.
Tigard, Oregon 97223

Dear Mr. Manzano:

Thank you for your application to participate in PGE's Large Building Lighting Program. Your application has been reviewed and preapproved. Enclosed is our Large Building Lighting Program Terms and Conditions with Exhibit A (Program Application) and Exhibit B (Computerized Lighting Worksheet). This form also details the terms and responsibilities of City of Tigard and PGE during the duration of this project. **Preapproval is contingent upon our receipt of the Terms and Conditions form. Please complete both sides and return it in the enclosed envelope by November 27, 2001. After this date, our incentive offer will no longer be valid and your project will need to be resubmitted and reviewed under the current program guidelines in effect at that time.** This form is needed before any rebate can be paid.

PROJECT NO.	SUPP	REBATE
1086831	City of Tigard Public Works, Tigard	\$1,243.72

Should the scope of your project change, these changes need to be submitted to our office in writing and receive our approval prior to equipment installation. A week before your estimated completion date of December 1, 2001, a Business Representative will call you requesting invoices (for material and labor costs). Once invoices are received we will arrange to verify installation of the proposed measures. After verification is complete your check will be processed.

According to IRS rules, we are required to report on Form 1099-MISC any incentive payment by us for non-dwelling unit energy conservation measures paid to you. Because PGE cannot offer tax advice to our customers, if you have any further questions please contact your personal tax advisor.

We look forward to working with you on this project. If you have any questions, please call your PGE Business Representative, Verlea Briggs, at 503-603-1657.

Sincerely,

Cherie Merwin
Commercial/Industrial Operations Lead

c: Verlea Briggs
Project 1086831

Enclosures
gsk

Energy-saving
solutions.
Bottom-line
benefits.

Commercial & Industrial
Energy-Efficiency Programs

Portland General Electric

Project Name:

*City of Tigard
Public Works*

Project Number:

1086831

Buildings Over 20,000 Square Feet

LARGE BUILDING LIGHTING PROGRAM

TERMS AND CONDITIONS

I, ARNALDO L. MANZANO, warrant that I am the authorized representative of the Customer, CITY of TIGARD,
that will be receiving the PGE incentive and under penalties of perjury I certify that the Customer's Taxpayer Identification Number (TIN) is
93-0503940 and that the Customer is not subject to backup withholding.
Customer Name as shown on Federal Income Tax Return
Name, Date, Federal Tax ID or Social Security No.

Customer must strike out language certifying it is not subject to backup withholding if the Customer has been notified that he is subject to Backup withholding, and has not received notice from the Internal Revenue Service advising them that Backup withholding is not required.

1. The Customer warrants it is a nonresidential PGE Customer who is planning to purchase energy-efficient equipment that will be installed for permanent service in PGE service territory.
2. THE CUSTOMER UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT PGE, ITS EMPLOYEES AND ITS CONSULTANTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT THE INSTALLATION OF MATERIAL, EQUIPMENT OR WORKMANSHIP IN ANY FEATURES OR MEASURES INCLUDED IN THE PROJECTS, COMPLY WITH APPLICABLE LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS, OR WILL RESULT IN ANY PRODUCTIVITY IMPROVEMENT, ENERGY SAVINGS, OR MEASURABLE ENERGY-RELATED BENEFITS.
3. After submission of project to PGE and upon reasonable notice, the Customer shall give PGE access to the facility and records, both prior to and after the installation of proposed EEMs, as defined in the enclosed Exhibit B, Computerized Lighting Worksheet, for the purpose of observing and monitoring the operation of the existing equipment. Access to the facility will be given to PGE for a period of two years following the installation of EEMs for the purpose observing and monitoring the operation of the installed equipment. Any monitoring will be at PGE's expense. PGE may use the information described in the Application (the "Project") in its own promotional and informational publications. PGE shall inform the Customer prior to the publication of such information and agrees to honor any request from the Customer to keep the Customer's name confidential for a period of up to two years.
4. The Customer shall install, service and maintain the EEMs in accordance with all manufacturer recommendations and specifications.
5. PGE has no obligation to provide any payment to Customer except according to and under the terms of this Agreement.
6. PGE's liability under the Agreement is expressly limited to Payment of the rebates as specified by this Agreement. In no event shall PGE be liable for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure or performance related hereto howsoever caused, whether or not arising from PGE's sole, joint or concurrent negligence.
7. Customer agrees to defend, protect, release, indemnify and hold PGE, its officers, directors, agents and employees and its affiliates, their respective officers, directors, agents, and employees, harmless from and against any and all losses, damages to persons or property, injuries or deaths of persons, liability, claims, liens, demands, and causes of action of every kind and character, including environmental liability, and including the amounts of judgements, penalties, interest, court costs, and legal fees incurred by PGE, its affiliates or their respective officers, agents and employees in defense of same ("Claims") arising in favor of any person, corporation or other entity, including the parties hereto and their employees, contractors and agents, arising from or occurring by reason of the actual or planned construction, maintenance or operation of the Projects. The parties hereto agree, and Customer affirmatively states and warrants to PGE, that its indemnity obligation will be supported by liability insurance to be furnished by it; provided that recovery under or in respect of this indemnity shall not be limited to the proceeds of any such insurance. Customer shall have the right to self-insure the indemnity obligation with the consent of PGE.
8. The Customer agrees to hold harmless, indemnify and defend PGE from any claims, cost, damage or expense arising from misrepresentations to third parties of energy savings by the Customer.
9. This Agreement shall extend to and be binding upon PGE and the Customer and their respective successors and assignees except that the Customer shall not be entitled to assign its entire interest in this Agreement or any portion thereof without the prior consent of PGE. Such consent by PGE will not be unreasonably withheld.
10. This Agreement may only be modified in writing and the modification must be signed by both parties.
11. The Waiver of any portion of this Agreement by PGE shall not affect PGE's right to insist upon strict performance of this Agreement or of any of PGE's rights or remedies hereunder.

12. This Agreement is the entire agreement between parties and supersedes all other communication and representations whether oral or written.
13. In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable, including attorneys' fees, at trial and on appeal.
14. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of law principles.
15. The Customer understands that:
- Preapproval for a project does not necessarily guarantee payment of a rebate or incentive. Actual payment is contingent on verification of equipment installation at the facility.
 - Custom retrofit/replacement measure rebates will not exceed 25% of the installed incremental costs of the measure (excluding fluorescent lamp or ballast disposal costs, or in-house labor) as supported by invoices.
 - All custom measures must be cost effective according to the measure life and have a simple payback greater than 2.0 years.
 - The combined lighting measures must have estimated savings of at least 35% electrical savings over existing conditions. Exceptions to this 35% requirement may be granted by PGE on a case by case basis.
 - The Customer shall provide PGE with evidence of proper implementation of the Project (the "Evidence"). The Evidence shall be in the form of accounting records, contractor and/or vendor invoices and visual inspection by PGE or its representatives. PGE may reasonably accept or reject all or part of the Evidence.
 - Projects must be comprehensive, cost effective, meet proper light levels as determined by the Illuminating Engineering Society of North America, include lighting control options whenever appropriate and have a simple payback of greater than 2.0 years.
 - Incentives for approved partial building projects will not exceed 25% of the installed incremental cost (excluding fluorescent lamp or ballast disposal costs, or in-house labor) as supported by invoices.
16. The Customer understands that PGE does not pay rebates or incentives for the cost of disposal for PCB-containing ballasts or the disposal of fluorescent or HID (high intensity discharge) lamps. The Customer and/or the lighting contractor are responsible for the proper disposal of waste materials. PGE shall not be liable for any cost, penalty, damage or expense arising out of the storage, disposal or transfer of PCB-containing ballasts or of any fluorescent lamps waste material, including but not limited to Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous, toxic, infectious or radioactive substance, waste and materials as defined or listed by any Environmental Law. The terms "Environmental Law" shall mean any federal state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. For information concerning fluorescent lamp and HID disposal, call The Resource and Conservation Recovery Act Hot Line at 1-800-424-9346. For PCB ballast disposal information, contact The Toxic Substances Control Act Hot Line at 1-202-554-1404. For state regulations, contact the DEQ Hazardous and Solid Waste Management Office at 1-503-229-5913.
17. Any unused ballast(s) must be removed. Any unused lamp holders must either be removed or rendered inoperable.
18. Rebate payments are NOT available for: Delamping and/or the use of reflectors without upgrading the lamp or ballast system; new fixtures or conversions using T12 or T10 lamps; T8 or T5 fixtures or conversions that use magnetic ballasts; new mercury vapor fixtures; new T8 U-bent fixtures; compact fluorescent conversions that have medium or low power factor and/or non-dedicated bases; one-piece screw-in compact fluorescent lamps; four-foot, four-lamp conversions without reduced wattage ballasts; new or converted exit signs using compact fluorescent or incandescent lamps.
19. PGE will provide to the Customer an energy efficiency Rebate in an estimated amount of \$ 1,243.72 for the installation and implementation of the project described in the Application (the "Project") enclosed as Exhibit A, Large Building Lighting Program Application and Exhibit B, Computerized Lighting Worksheet information hereto. The final rebate amount shall be in PGE's sole discretion, based on the criteria described herein, and final invoices and verification by PGE at project completion.
20. The Customer shall complete the project by December 1, 2001.
21. Total rebate amount must exceed \$100. All potentially qualifying projects must be pre-approved and may be pre-inspected by PGE prior to the installation of the equipment. Incentives in excess of \$600 will be reported to the IRS as taxable income on Form 1099-MISC. PGE shall not be responsible for any tax liability imposed on the Customer as a result of any Incentive given pursuant to this Agreement. Customer agrees to consult their own tax advisor for information concerning its tax liabilities.
22. The Customer understands that PGE recommends a lighting quality analysis be performed that includes a review of the task illumination requirements as recommended by the Illuminating Engineering Society of North America (IESNA). The Customer also understands and accepts the light levels as proposed by the Customer's selected lighting professional. In situations where the number of lamps is being reduced in a lighting fixture or where reduced wattage electronic ballast(s) are used, the Customer understands that the light levels may be lower.

I understand and agree to the terms and conditions of this agreement and certify that the information provided to PGE for the purpose of executing this agreement are true and accurate and that I am duly authorized by Customer to enter into this Agreement on its behalf.

Customer: CITY OF TIGARD

Customer: ARNALDO L. MANZANO, Arnaldo L. Manzano, 11/26/01
Printed Name Signature Date

**EXHIBIT****A**Commercial & Industrial
Energy - Efficiency Programs

Portland General Electric

Program ApplicationProject Type: existing
Program: lighting

1086831

PGE USE ONLY	
Date Received: CRE NOV 6 2001	Rate Schedule: 32
Received By: CRE	CRTN: 660900565
Project Number: 1086831	PGE Rep: Verlea G. Briggs
SIC Code: 9199	PGE Account: 4-1284-0470-0

1240 CRIS**Customer Information**

Company Name: City of Tigard

Contact Person / Title: Arnie Manzano

Phone: (503) 535-2672

Fax: Email:

Mailing Address: 13125 SW Hall Blvd City / State / Zip Code: Tigard, Oregon 97223

Application submitted by: PGE Rep

Project Information

Project Facility Name: City of Tigard Public Works

Project Facility Address: 12800 SW Ash Ave City / State / Zip Code: Tigard, Oregon 97223

Building Sq Ft: 40,000 Project Area Sq Ft: 20,000 Est. Completion Date: 12-01-01

Partial Building: N Facility Type: Office/Municipal

Days / Hours of Operation: Weekdays: Weekends: Annual: 3000

Business Energy Tax Credits: None

Dealer/Vendor Information

Company Name: Oregon Electric

Mailing Address: City / State/Zip:

Contact Person / Title: Rob Teague

Phone: (503) 535-2672

Fax: E-mail:

Comments: 20,000sqft balance left for EE.

Return Application to: Portland General Electric
Commercial/Industrial Energy Efficiency Program
16280 SW Upper Boones Ferry Road
Portland, OR 97224

Phone: (503) 603-1680
Fax: (503) 603-1720
www.portlandgeneral.com

EXHIBIT B

Portland General Electric

PGE Lighting Rebate Spreadsheet Version Oct 1, 2001

ALL PROJECTS MUST BE PRE-APPROVED!

October 1 version 2001

CITY OF TIGARD WORKS OFFICE

PGE Project Number

1086831

LARGE Building Lighting Program

(SMALL=20,000 sq. ft. or less; LARGE = Over 20,000 sq. ft.)

prepared by:

GEORGE ROTH

3031

If Partial, enter Y →

Location Description	Existing Code	Existing Equipment	Equip. Type	Quantity	Watts/ Fix	EEM Code	Proposed Equipment	Equip. Type	Quantity	Watts/ Fix	Saved Watts	Annual Hours	Total.kWH Saved	Installed Costs *	Rebate Amount	% Saved
1	✓6E441	4 foot 4 lamp, F40T12, std ballast	4' T12	2	192	6F44R	4', 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	100	194	3000	552	\$147.00	\$10.00	47.9%
2	✓6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	36	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	36	50	1656	3000	4968	\$2,355.84	\$360.00	47.9%
3	✓6E060	Incandescent 60 watt	60 watt	1	60	6SI18	CFL Conversion, Modular with dedicated base 1-18w, HPF, low THD	Modular CFL	1	18	42	3000	126	\$40.32	\$5.00	70.0%
4	6E100	Incandescent 100 watt	100 watt	20	100	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	Modular CFL	20	23	1540	3000	4620	\$1,149.25	\$100.00	77.0%
5	✓6E821	8 foot, 2 lamp, F96T12, std ballast	8' T12	✓8	173	6N43R	New T8 Fixture, 4' 3 lamp, F32T8/E, RW (Reduced Wattage) ballast (delamped)	NEW 4' T8	8	75	784	3000	2352	\$680.88	\$120.00	56.6%
6	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	3	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofit	3	75	228	3000	684	\$420.00	\$30.00	50.3%
7	✓6E821	8 foot, 2 lamp, F96T12, std ballast	8' T12	✓2	173	6NU30	New T8 Fixture, 2' 3 lamp F83T8/E	NEW U-bent T8	2	90	166	3000	498	\$315.00	\$0.00	48.0%
8	6EX50	Incandescent Exit Sign Fixture 50 Watt	Inc Exit	1	50	6XNEW	New Exit Sign, LED	NEW LED EXIT	1	3	47	8760	412	\$145.00	\$15.00	14.1%
9	6EMH8	Metal halide, 400 watts	MH	8	461	6N849	New T8 Fixture, 8', 6 lamp, F32T8/E, HLO ballasts (4' lamps)	NEW 8' 4' T8	8	225	1888	3000	5664	\$228.96	\$68.72	51.2%
10	6EH21	8 foot, 2 lamp, F96T12 HO, std ballast	8' T12HO	14	252	6N846	New T8 Fixture, 8', 4 lamp, F32T8/E, HLO ballasts (4' lamps)	NEW 8' 4' T8	14	150	1428	3000	4284	\$2,072.00	\$350.00	40.5%
11	✓6E821	8 foot, 2 lamp, F96T12, std ballast	8' T12	✓8	173	6N844	New T8 Fixture, 8', 4 lamp, F32T8/E, (4' lamps)	NEW 8' 4' T8	8	110	504	3000	1512	\$848.00	\$160.00	35.4%
12	6E075	Incandescent 75 watt	75 watt	5	75	6SI18	CFL Conversion, Modular with dedicated base 1-11w, HPF, low THD	Modular CFL	5	18	285	3000	855	\$253.00	\$25.00	76.0%

108 total qty. "Existing"

108 total qty. "Proposed"

Total Building Square Footage →

40,000

Affected Area Square Footage →

20,000

Code Reference Number

Lighting Power Density (LPD)

0.42

watts/sq ft

Oregon LPD Code

0.00

watts/sq ft

35% Savings Check

51.4%

Savings

Total Existing kWh

51,612

ESTIMATED PAYBACK

Before Rebate 4.9 years

After Rebate 4.2 years

Rebate as a % of installed costs

14.4%

Estimated Annual KWH Savings

26,527

Cost Effectiveness for this project

0.3263

0.3779

Current Average Electric Rate (\$/KWH)

0.067

CE Limit

Estimated Annual Dollar Savings

\$1,777

* less any disposal costs and/or "in-house" labor

Qualification Criteria:

Light Levels must be consistent with IES Guidelines.

LPD should be consistent with current Oregon Energy Code.

THIS SHEET DOES NOT REPRESENT A PREAPPROVAL FROM PGE FOR THIS PROJECT. The stated rebates are based on the proposal submitted to date.

PGE makes no warranty, express or implied, that the installation of the proposed measures included as part of this, the Project, will result in any productivity improvement, or energy savings.

Should the scope of work change from the above, these changes need to be submitted in writing to PGE for approval prior to the purchase or installation of measures to be eligible for any rebates or incentives.

Project Notes Listed Below:

1
2
3



October 24, 2001

Mr. Arnie Manzano
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223

Dear Mr. Manzano:

Thank you for your interest in our Commercial/Industrial Energy Efficiency program. Your Small Building lighting rebate requests have been reviewed and preapproved. **Preapproval is contingent upon our receipt of the enclosed PGE Small Building Lighting Program Terms and Conditions form. Please complete both sides and return it in the enclosed envelope by November 15, 2001. After this date, our incentive offer will no longer be valid and your project will need to be resubmitted and reviewed under the current program guidelines in effect at that time.** This form is needed before any rebate can be paid.

PROJECT NO.	SITE	REBATE
1085325	City of Tigard Canterbury Storage, Tigard	\$605.00
1085437	City of Tigard Niche, Tigard	\$550.00
1085439	City of Tigard Water Building, Tigard	\$2,635.00
	Total	\$3,790.00

A week before your estimated completion date of December 1, 2001, a Business Representative will call you requesting invoices (for material and labor costs). Once invoices are received we will arrange to verify installation of the proposed measures. After verification is complete your check will be processed. ***Should the scope of the projects change at any time after PGE has preapproved a project, these changes must be submitted to our office in writing. All changes must be reviewed and preapproved by PGE before any qualified rebates/incentives will be considered.***

According to IRS rules, we are required to report on Form 1099-MISC any incentive payment by us for non-dwelling unit energy conservation measures paid to you. Because PGE cannot offer tax advice to our customers, if you have any further questions please contact your personal tax advisor.

If you have any questions, please call your PGE Business Representative, Verlea Briggs, at 503- 603-1657.

Sincerely,

Cherie Merwin
Commercial/Industrial Operations Lead

c: Verlea Briggs
Project No. 1085325, 1085437, 1085439
Enclosure/cc

Energy-saving
solutions.
Bottom-line
benefits.

Commercial & Industrial
Energy-Efficiency Programs

Portland General Electric

SMALL BUILDING LIGHTING PROGRAM

TERMS AND CONDITIONS - Buildings 20,000 Square Feet and Less

Project Name: City of Tigard - Dicks - 1085437

Project Number: City of Tigard Canterbury Storage - 1085325

City of Tigard Water Bldg - 1085439

I, ARNALDO L. MAZANZO warrant that I am the authorized representative of the Customer, CITY OF TIGARD
that will be receiving the PGE incentive and under penalties of perjury I certify that the Customer's Taxpayer Identification Number (TIN) is

93-0508940

Nine Digit Federal Tax ID

or

Social Security No.

and that the Customer is not subject to backup withholding.

Customer must strike out language certifying it is not subject to backup withholding if the Customer has been notified that he is subject to Backup withholding, and has not received notice from the Internal Revenue Service advising them that Backup withholding is not required.

1. The Customer warrants it is a nonresidential PGE Customer who is planning to purchase energy-efficient equipment that will be installed for permanent service in PGE service territory.
2. THE CUSTOMER UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT PGE, ITS EMPLOYEES AND ITS CONSULTANTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT THE INSTALLATION OF MATERIAL, EQUIPMENT OR WORKMANSHIP IN ANY FEATURES OR MEASURES INCLUDED IN THE PROJECTS, COMPLY WITH APPLICABLE LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS, OR WILL RESULT IN ANY PRODUCTIVITY IMPROVEMENT, ENERGY SAVINGS, OR MEASURABLE ENERGY-RELATED BENEFITS.
3. After submission of project to PGE and upon reasonable notice, the Customer shall give PGE access to the facility and records, both prior to and after the installation of proposed EEMs, as defined in the enclosed Exhibit B, Computerized Lighting Worksheet, for the purpose of observing and monitoring the operation of the existing equipment. Access to the facility will be given to PGE for a period of two years following the installation of EEMs for the purpose observing and monitoring the operation of the installed equipment. Any monitoring will be at PGE's expense. PGE may use the information described in the Application (the "Project") in its own promotional and informational publications. PGE shall inform the Customer prior to the publication of such information and agrees to honor any request from the Customer to keep the Customer's name confidential for a period of up to two years.
4. The Customer shall install, service and maintain the EEMs in accordance with all manufacturer recommendations and specifications.
5. PGE has no obligation to provide any payment to Customer except according to and under the terms of this Agreement.
6. PGE's liability under the Agreement is expressly limited to Payment of the rebates as specified by this Agreement. In no event shall PGE be liable for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure or performance related hereto howsoever caused, whether or not arising from PGE's sole, joint or concurrent negligence.
7. Customer agrees to defend, protect, release, indemnify and hold PGE, its officers, directors; agents and employees and its affiliates, their respective officers, directors, agents, and employees, harmless from and against any and all losses, damages to persons or property, injuries or deaths of persons, liability, claims, liens, demands, and causes of action of every kind and character, including environmental liability, and including the amounts of judgements, penalties, interest, court costs, and legal fees incurred by PGE, its affiliates or their respective officers, agents and employees in defense of same ("Claims") arising in favor of any person, corporation or other entity, including the parties hereto and their employees, contractors and agents, arising from or occurring by reason of the actual or planned construction, maintenance or operation of the Projects. The parties hereto agree, and Customer affirmatively states and warrants to PGE, that its indemnity obligation will be supported by liability insurance to be furnished by it; provided that recovery under or in respect of this indemnity shall not be limited to the proceeds of any such insurance. Customer shall have the right to self-insure the indemnity obligation with the consent of PGE.
8. The Customer agrees to hold harmless, indemnify and defend PGE from any claims, cost, damage or expense arising from misrepresentations to third parties of energy savings by the Customer.
9. This Agreement shall extend to and be binding upon PGE and the Customer and their respective successors and assignees except that the Customer shall not be entitled to assign its entire interest in this Agreement or any portion thereof without the prior consent of PGE. Such consent by PGE will not be unreasonably withheld.
10. This Agreement may only be modified in writing and the modification must be signed by both parties.

11. The Waiver of any portion of this Agreement by PGE shall not affect PGE's right to insist upon strict performance of this Agreement or of any of PGE's rights or remedies hereunder.
12. This Agreement is the entire agreement between parties and supersedes all other communication and representations whether oral or written.
13. In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable, including attorneys' fees, at trial and on appeal.
14. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of law principles.
15. The Customer understands that:
- Preapproval for a project does not necessarily guarantee payment of a rebate or incentive. Actual payment is contingent on verification of equipment installation at the facility.
 - Custom retrofit/replacement measure rebates will not exceed 30% of the installed incremental costs of the measure (excluding fluorescent lamp or ballast disposal costs, or in-house labor) as supported by invoices.
 - Approved Short Term Incentives will not exceed 25% of approved incentives for a project.
 - All custom measures must be cost effective according to the measure life and have a simple payback greater than 2.0 years. Exceptions to this requirement may be granted by PGE on a case by case basis.
 - The combined lighting measures must have estimated savings of at least 35% electrical savings over existing conditions. Exceptions to this 35% requirement may be granted by PGE on a case by case basis.
 - The Customer shall provide PGE with evidence of proper implementation of the Project (the "Evidence"). The Evidence shall be in the form of accounting records, contractor and/or vendor invoices and visual inspection by PGE or its representatives. PGE may reasonably accept or reject all or part of the Evidence.
 - At no time will the total incentive paid for a project exceed 60% of the installed incremental cost as supported by invoices.
16. The Customer understands that PGE does not pay rebates or incentives for the cost of disposal for PCB-containing ballasts or the disposal of fluorescent or HID (high intensity discharge) lamps. The Customer and/or the lighting contractor are responsible for the proper disposal of waste materials. PGE shall not be liable for any cost, penalty, damage or expense arising out of the storage, disposal or transfer of PCB-containing ballasts or of any fluorescent lamps waste material, including but not limited to Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous, toxic, infectious or radioactive substance, waste and materials as defined or listed by any Environmental Law. The terms "Environmental Law" shall mean any federal state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. For information concerning fluorescent lamp and HID disposal, call The Resource and Conservation Recovery Act Hot Line at 1-800-424-9346. For PCB ballast disposal information, contact The Toxic Substances Control Act Hot Line at 1-202-554-1404. For state regulations, contact the DEQ Hazardous and Solid Waste Management Office at 1-503-229-5913.
17. Any unused ballast(s) must be removed. Any unused lamp holders must either be removed or rendered inoperable.
18. Rebate payments are NOT available for: Delamping and/or the use of reflectors without upgrading the lamp or ballast system; new fixtures or conversions using T12 or T10 lamps; T8 or T5 fixtures or conversions that use magnetic ballasts; new mercury vapor fixtures; new T8 U-bent fixtures; compact fluorescent conversions that have medium or low power factor and/or non-dedicated bases; one-piece screw-in compact fluorescent lamps; four-foot, four-lamp conversions without reduced wattage ballasts; new or converted exit signs using compact fluorescent or incandescent lamps.
19. The Customer shall complete the project by December 1, 2001.
20. Total rebate amount must exceed \$100. All potentially qualifying projects must be pre-approved and may be pre-inspected by PGE prior to the installation of the equipment. Incentives in excess of \$600 will be reported to the IRS as taxable income on Form 1099-MISC. PGE shall not be responsible for any tax liability imposed on the Customer as a result of any Incentive given pursuant to this Agreement. Customer agrees to consult their own tax advisor for information concerning its tax liabilities.
21. The Customer understands that PGE recommends a lighting quality analysis be performed that includes a review of the task illumination requirements as recommended by the Illuminating Engineering Society of North America (IESNA). The Customer also understands and accepts the light levels as proposed by the Customer's selected lighting professional. In situations where the number of lamps is being reduced in a lighting fixture or where reduced wattage electronic ballast(s) are used, the Customer understands that the light levels may be lower.
22. The Customer understands that to be eligible for consideration of a short term incentive (STI) the project must be submitted to PGE after January 1, 2001 and no later than September 28, 2001 and the project completed, equipment installed and operational, invoices received and project verified by PGE no later than December 15, 2001.

I understand and agree to the terms and conditions of this agreement and certify that the information provided to PGE for the purpose of executing this agreement are true and accurate and that I am duly authorized by Customer to enter into this Agreement on its behalf.

Customer: CITY of TIGARD

Customer: ARNALDO L. MANZANO
Printed Name

Arnaldo L. Manzano
Signature

10/30/01
Date

Portland General Electric

PGE Lighting Rebate Spreadsheet Version 6.1

ALL PROJECTS MUST BE PRE-APPROVED!

2001

City Tigard Canterbury Storage

EXHIBIT

PGE Project Number

1085325

small

Building Lighting Program

(SMALL = 20,000 sq. ft. or less; LARGE = Over 20,000 sq. ft.)

prepared by:

oregon electric

3000

If Short Term Incentive, enter STI

	Location	Existing Code	Existing Equipment	Equip. Type	Quantity	Watts/ Fix	EEM Code	Proposed Equipment	Equip. Type	Quantity	Watts/ Fix	Saved Watts	Annual Hours	Total kWh Saved	Installed Costs *	Rebate Amount	% Saved
1	Outdoor	6E090	Incandescent 90 watt	90 watt	2	90	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	0	2	23	134	3000	402	\$118.00	\$10.00	74.4%
2	Indoor	6EH21	8 foot, 2 lamp, F96T12 HO, std ballast	8' T12HO	13	252	6N846	New T8 Fixture, 8', 4 lamp, F32T8/E, HLO ballasts (4' lamps)	NEW 8' 4' T8	13	150	1326	3000	3978	\$2,808.00	\$325.00	40.5%
3		6E821	8 foot, 2 lamp, F96T12, std ballast	8' T12	6	173	6N844	New T8 Fixture, 8', 4 lamp, F32T8/E, (4' lamps)	NEW 8' 4' T8	6	110	378	3000	1134	\$988.00	\$120.00	36.4%
4		6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	1	96	6F42R	4' 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	1	50	46	3000	138	\$69.00	\$10.00	47.9%
5	Bath	6E040	Incandescent 40 watt	40 watt	4	40	6CR15	CFL Recessed Conversion, Modular with reflector and dedicated base 1-15w, HPF, low THD	CFL Recessed	4	15	100	3000	300	\$97.00	\$40.00	62.5%
6	Storage/Hall	6E100	Incandescent 100 watt	100 watt	2	100	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	0	2	23	154	3000	462	\$61.00	\$10.00	77.0%
7	Storage	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	9	192	6F44R	4' 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	9	100	828	3000	2484	\$609.00	\$45.00	47.9%
8	Attic	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4' 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	50	92	3000	276	\$129.00	\$20.00	47.9%
9	Stair	6E100	Incandescent 100 watt	100 watt	1	100	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	0	1	23	77	3000	231	\$61.00	\$5.00	77.0%
10	Gen Room	6E821	8 foot, 2 lamp, F96T12, std ballast	8' T12	1	173	6N844	New T8 Fixture, 8', 4 lamp, F32T8/E, (4' lamps)	NEW 8' 4' T8	1	110	63	3000	189	\$166.00	\$20.00	36.4%
11			blank	blank		0		blank	blank		0	0		0	0	0	0.0%
12			blank	blank		0		blank	blank		0	0		0	0	0	0.0%

Total Building Square Footage

5,000

Affected Area Square Footage

2,000

Code Reference Number

Lighting Power Density (LPD)

1.97

watts/sq ft

Oregon LPD Code

0.00

watts/sq ft

35% Savings Check

44.8%

Savings

If you are eligible for and wish to apply for the PGE BETC Pass Through, enter BETC

Total Existing kWh

11,429

ESTIMATED PAYBACK

Before Rebate 7.9 years

After Rebate 7.0 years

Rebate as a % of installed costs

11.8%

Cost Total *

\$5,106.00

Rebate Total

\$605.00

\$100 min. rebate

*less any disposal costs and/or "in-house" labor

Estimated Annual KWH Savings

9,594

Cost Effectiveness for this project

0.5322

0.5365

Current Average Electric Rate (\$/KWH)

0.067

CE Limit

Estimated Annual Dollar Savings

\$643

Qualification Criteria:

Light Levels must be consistent with IES Guidelines.

LPD should be consistent with current Oregon Energy Code.

THIS SHEET DOES NOT REPRESENT A PREAPPROVAL FROM PGE FOR THIS PROJECT. The stated rebates are based on the proposal submitted to date.

PGE makes no warranty, express or implied, that the installation of the proposed measures included as part of this, the Project, will result in any productivity improvement, or energy savings.

Should the scope of work change from the above, these changes need to be submitted in writing to PGE for approval prior to the purchase or installation of measures to be eligible for any rebates or incentives.

Project Notes Listed Below:

1

2

3

Portland General Electric

PGE Lighting Rebate Spreadsheet Version 6.1

ALL PROJECTS MUST BE PRE-APPROVED

2001

City Tigard Niche

EXHIBIT

PGE Project Number

1085437

small

Building Lighting Program

(SMALL = 20,000 sq. ft. or less; LARGE = Over 20,000 sq. ft.)

prepared
by:

George Roth

3000

→		If Short Term Incentive, enter STI		→												
	Location	Existing	Existing	Equip.		Watts/	EEM	Proposed	Equip.		Watts/	Saved	Annual	Total kWh	Installed	Rebate
	Description	Code	Equipment	Type	Quantity	Fix	Code	Equipment	Type	Quantity	Fix	Watts	Hours	Saved	Costs *	Amount
1	Hall	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	3	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	3	50	138	3000	414	\$195.00	\$30.00
2	Main entry	6E100	Incandescent 100 watt	100 watt	1	100	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	0	1	23	77	3000	231	\$38.00	\$5.00
3	Rest room	6E100	Incandescent 100 watt	100 watt	1	100	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	0	1	23	77	3000	231	\$76.00	\$5.00
4	Train center	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	6	192	6F44R	4', 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	6	100	552	3000	1656	\$491.00	\$30.00
5		6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	1	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	1	50	46	3000	138	\$59.00	\$10.00
6	Paul D. office	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	2	50	92	3000	276	\$128.00	\$20.00
7	Main office	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	4	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	4	50	184	3000	552	\$316.00	\$40.00
8	Risk management	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	3	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofl	3	75	228	3000	684	\$387.00	\$30.00
9	HR dir	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	2	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofl	2	75	152	3000	456	\$258.00	\$20.00
10	HR Spec	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	2	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofl	2	75	152	3000	456	\$258.00	\$20.00
11	L/rm	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	3	192	6F44R	4', 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	3	100	276	3000	828	\$216.00	\$15.00
12	Server	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	3	192	6F44R	4', 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	3	100	276	3000	828	\$220.00	\$15.00
13	Comp stor	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	3	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	3	50	138	3000	414	\$195.00	\$30.00
14	Gen stor	6E821	8 foot, 2 lamp, F96T12, std ballast	8' T12	2	173	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	2	50	246	3000	738	\$467.00	\$20.00
15		6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	1	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	1	50	46	3000	138	\$64.00	\$10.00
16	Hall	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	1	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	1	50	46	3000	138	\$64.00	\$10.00
17	R/R	6E100	Incandescent 100 watt	100 watt	1	100	6SI23	CFL Conversion, Modular with dedicated base 1-23w, HPF, low THD	0	1	23	77	3000	231	\$37.00	\$5.00
18	Upstair stor	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	3	192	6F44R	4', 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	3	100	276	3000	828	\$221.00	\$15.00
19		6E221	2 foot, 2 lamp, F20T12, std ballast	2' T12	1	50	6F22R	2', 2 lamp, F17T8/E, RW (Reduced Wattage) ballast	2' T8 Retrofl	1	29	21	3000	63	\$143.00	\$10.00
20		6E810	8 foot, 8 lamp, F40T12, std ballast	8' 4' T12	1	384	6FR84	8', 4 lamp F32T8/E RW (Reduced Wattage) ballast	8' 4' T8 Retrofl	2	100	184	3000	552	\$143.00	\$40.00
21	Cat room	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofl	2	50	92	3000	276	\$128.00	\$20.00
22	Upstair	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	4	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofl	4	75	304	3000	912	\$276.00	\$40.00
23	Gary's off	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	2	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofl	2	75	152	3000	456	\$210.00	\$20.00
24	Curtis off	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	3	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofl	3	75	228	3000	684	\$315.00	\$30.00

25	Valerie	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	3	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofit	3	75	228	3000	684	\$315.00	\$30.00	
26	Sheme	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	3	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofit	3	75	228	3000	684	\$315.00	\$30.00	
27			blank	blank		0		blank	blank		0	0		0		0	
28			blank	blank		0		blank	blank		0	0		0		0	
29			blank	blank		0		blank	blank		0	0		0		0	
30			blank	blank		0		blank	blank		0	0		0		0	
					61	=total qty. "Existing"							62	=total qty. "Proposed"			
Total Building Square Footage →		5,000	Affected Area Square Footage →		3,000			If you are eligible for and wish to apply for the PGE BETC Pass Through, enter BETC →						Cost Total *		Rebate Total	
														\$5,535.00		\$550.00	
			Code Reference Number					Total Existing kWh		26,742						less any disposal costs and/or "in-house" labor	
			Lighting Power Density (LPD)		1.47	watts/sq ft											
			Oregon LPD Code		0.00	watts/sq ft											
			35% Savings Check		50.7%	Savings											
Qualification Criteria:																	
Light Levels must be consistent with IES Guidelines.																	
LPD should be consistent with current Oregon Energy Code.																	
THIS SHEET DOES NOT REPRESENT A PREAPPROVAL FROM PGE FOR THIS PROJECT. The stated rebates are based on the proposal submitted to date.																	
PGE makes no warranty, express or implied, that the installation of the proposed measures included as part of this, the Project, will result in any productivity improvement, or energy savings.																	
Should the scope of work change from the above, these changes need to be submitted in writing to PGE for approval prior to the purchase or installation of measures to be eligible for any rebates or incentives.																	
Project Notes Listed Below:																	
1																	
2																	
3																	

ESTIMATED
PAYBACKBefore
Rebate
6.1
yearsAfter
Rebate
5.5
years

Rebate as a % of installed costs

9.9%

Estimated Annual KWH Savings

13,548

Cost Effectiveness for this project

0.4085

Current Average Electric Rate (\$/KWH)

0.067

Estimated Annual Dollar Savings

\$908

Portland General Electric

PGE Lighting Rebate Spreadsheet Version 6.1

ALL PROJECTS MUST BE PRE-APPROVED

2001

City of Tigard Water Bureau

PGE Project Number

1085439

large

Building Lighting Program

prepared
by:

George Roth

3600

EXHIBIT

(SMALL = 20,000 sq. ft. or less; LARGE = Over 20,000 sq. ft.)

If Partial, enter Y →		If Short Term Incentive, enter STI		→												
Location	Existing	Existing	Equip.		Watts/	EEM	Proposed	Equip.		Watts/	Saved	Annual	Total kWh	Installed	Rebate	
Description	Code	Equipment	Type	Quantity	Fix	Code	Equipment	Type	Quantity	Fix	Watts	Hours	Saved	Costs *	Amount	
Type A	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	56	151	6F430	4', 3 lamp, F32T8/E	4' T8 Retrofit	56	90	3416	3600	12298	\$1,185.00	\$560.00	
Type A1	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	28	151	6F430	4', 3 lamp, F32T8/E	4' T8 Retrofit	28	90	1708	3600	6149	\$719.00	\$280.00	
Type B	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	21	96	6F420	4', 2 lamp, F32T8/E	4' T8 Retrofit	21	60	756	3600	2722	\$444.00	\$210.00	
		blank	blank		0		blank	blank		0	0	3600	0	0	0	
Type B1	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	4	96	6F420	4', 2 lamp, F32T8/E	4' T8 Retrofit	4	60	144	3600	518	\$103.00	\$40.00	
Type C	6EMH6	Metal halide , 175 watts	MH	15	210	6155E	New CFL Fixture, 1-55 watts - Electronic	New CFL Electronic	15	55	2325	3600	8370	\$1,660.00	\$375.00	
Type D	6E411	4 foot, 1 lamp, F40T12, std ballast	4' T12	22	54	6F41T	4', 1 lamp, F32T8/E Tandem Wired	4' T8 Retrofit	22	30	528	3600	1901	\$260.00	\$110.00	
	6E311	3 foot, 1 lamp, F30T12, std ballast	3' T12	2	46	6F31T	3', 1 lamp, F25T8/E Tandem Wired	3' T8 Retrofit	2	25	42	3600	151	\$100.00	\$10.00	
Type E	6EXC5	Compact Fluorescent Exit Sign Fixture, (2) 5 Watt	CFL Exit	12	20	6XNEW	New Exit Sign, LED	NEW LED EXIT	12	3	204	3600	734	\$1,020.00	\$180.00	
Type F	6E411	4 foot, 1 lamp, F40T12, std ballast	4' T12	5	54	6F41N	4', 1 lamp, F32T8/E NOT Tandem Wired	4' T8 Retrofit	5	30	120	3600	432	\$111.00	\$25.00	
Type G	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	7	96	6F420	4', 2 lamp, F32T8/E	4' T8 Retrofit	7	60	252	3600	907	\$132.00	\$70.00	
Type H	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	1	96	6F420	4', 2 lamp, F32T8/E	4' T8 Retrofit	1	60	36	3600	130	\$17.00	\$10.00	
Type J4	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	19	96	6F420	4', 2 lamp, F32T8/E	4' T8 Retrofit	19	60	684	3600	2462	\$402.00	\$190.00	
Type J8	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	1	192	6F440	4', 4 lamp, F32T8/E	4' T8 Retrofit	1	110	82	3600	295	\$17.00	\$0.00	
Type K	6E150	Incandescent 150 watt	150 watt	7	150	6SI26	CFL Conversion, Modular with dedicated base 1-26w, HPF, low THD	Modular CFL	7	26	868	3600	3125	\$52.00	\$35.00	
Type L	6E075	Incandescent 75 watt	75 watt	1	75	6CHE5	Hard-wired Compact Fluorescent 1-15 watt, - Electronic	HW CFL Electronic	1	15	60	3600	216	\$10.00	\$10.00	
Type M	6E100	Incandescent 100 watt	100 watt	13	100	6CHE5	Hard-wired Compact Fluorescent 1-15 watt, - Electronic	HW CFL Electronic	13	15	1105	3600	3978	\$57.00	\$130.00	
Type N	6E060	Incandescent 60 watt	60 watt	8	60	6CHE5	Hard-wired Compact Fluorescent 1-15 watt, - Electronic	HW CFL Electronic	8	15	360	3600	1296	\$52.00	\$80.00	
Type Q	6E150	Incandescent 150 watt	150 watt	2	150	6SI26	CFL Conversion, Modular with dedicated base 1-26w, HPF, low THD	Modular CFL	2	26	248	3600	893	\$72.00	\$10.00	
Type R	6EMH4	Metal halide , 100 watts	MH	62	142	6SI26	CFL Conversion, Modular with dedicated base 1-26w, HPF, low THD	Modular CFL	62	26	7192	3600	25891	\$2,232.00	\$310.00	
		blank	blank		0		blank	blank		0	0		0	0	0	
		blank	blank		0		blank	blank		0	0		0	0	0	
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		blank	blank		0		blank	blank		0	0		0	0	0	

27			blank	blank		0		blank	blank		0	0		0	0	0
28			blank	blank		0		blank	blank		0	0		0	0	0
29			blank	blank		0		blank	blank		0	0		0	0	0
30			blank	blank		0		blank	blank		0	0		0	0	0

				286	=total qty. "Existing"					286	=total qty. "Proposed"			Cost Total *	Rebate Total
Total Building Square Footage →	20,000	Affected Area Square Footage →	20,000	If you are eligible for and wish to apply for the PGE BETC Pass Through, enter BETC → Total Existing kWh 125,341								\$8,645.00		\$2,635.00	
	Code Reference Number														
	Lighting Power Density (LPD)		0.73									watts/sq ft			
	Oregon LPD Code		0.00									watts/sq ft			
35% Savings Check		57.8%	Savings												

ESTIMATED PAYBACK			Before Rebate	After Rebate
			1.8	1.2
			years	years
Rebate as a % of installed costs			30.5%	

Estimated Annual KWH Savings	72,468
Cost Effectiveness for this project	0.1193
Current Average Electric Rate (\$/KWH)	0.067
Estimated Annual Dollar Savings	\$4,855

Qualification Criteria:

Light Levels must be consistent with IES Guidelines.

LPD should be consistent with current Oregon Energy Code.

THIS SHEET DOES NOT REPRESENT A PREAPPROVAL FROM PGE FOR THIS PROJECT. The stated rebates are based on the proposal submitted to date.

PGE makes no warranty, express or implied, that the installation of the proposed measures included as part of this, the Project, will result in any productivity improvement, or energy savings.

Should the scope of work change from the above, these changes need to be submitted in writing to PGE for approval prior to the purchase or installation of measures to be eligible for any rebates or incentives.

Project Notes Listed Below:

1	
2	
3	



October 29, 2001

Mr. Arnie Manzano
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223

Dear Mr. Manzano:

Thank you for your interest in our Commercial/Industrial Energy Efficiency program. Your Small Building lighting rebate request has been reviewed and preapproved. **Preapproval is contingent upon our receipt of the enclosed PGE Small Building Lighting Program Terms and Conditions form. Please complete both sides and return it in the enclosed envelope by November 15, 2001. After this date, our incentive offer will no longer be valid and your project will need to be resubmitted and reviewed under the current program guidelines in effect at that time. This form is needed before any rebate can be paid.**

PROJECT NO.	SITE	REBATE
1085545	City of Tigard CAO/CPAH, Tigard	\$275.00

A week before your estimated completion date of December 1, 2001, a Business Representative will call you requesting invoices (for material and labor costs). Once invoices are received we will arrange to verify installation of the proposed measures. After verification is complete your check will be processed. *Should the scope of the project change at any time after PGE has preapproved a project, these changes must be submitted to our office in writing. All changes must be reviewed and preapproved by PGE before any qualified rebates/incentives will be considered.*

According to IRS rules, we are required to report on Form 1099-MISC any incentive payment by us for non-dwelling unit energy conservation measures paid to you. Because PGE cannot offer tax advice to our customers, if you have any further questions please contact your personal tax advisor.

If you have any questions, please call your PGE Business Representative, Verlea Briggs, at 503- 603-1657.

Sincerely,

Cherie Merwin
Commercial/Industrial Operations Lead

c: Verlea Briggs
Project No. 1085545

enclosure
bw

Energy-saving
solutions.
Bottom-line
benefits.

Commercial & Industrial
Energy-Efficiency Programs

Portland General Electric

Project Name: CITY OF TIGARD CAO/CAH

SMALL BUILDING LIGHTING PROGRAM

TERMS AND CONDITIONS - Buildings 20,000 Square Feet and Less

Project Number: 1085545

I, ARNALDO L. MANZANO, warrant that I am the authorized representative of the Customer, CITY OF TIGARD
that will be receiving the PGE incentive and under penalties of perjury I certify that the Customer's Taxpayer Identification Number (TIN) is
93-0503940 or and that the Customer is not subject to backup withholding.
Nine Digit Federal Tax ID Social Security No.

Customer must strike out language certifying it is not subject to backup withholding if the Customer has been notified that he is subject to Backup withholding, and has not received notice from the Internal Revenue Service advising them that Backup withholding is not required.

1. The Customer warrants it is a nonresidential PGE Customer who is planning to purchase energy-efficient equipment that will be installed for permanent service in PGE service territory.
2. THE CUSTOMER UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT PGE, ITS EMPLOYEES AND ITS CONSULTANTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT THE INSTALLATION OF MATERIAL, EQUIPMENT OR WORKMANSHIP IN ANY FEATURES OR MEASURES INCLUDED IN THE PROJECTS, COMPLY WITH APPLICABLE LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS, OR WILL RESULT IN ANY PRODUCTIVITY IMPROVEMENT, ENERGY SAVINGS, OR MEASURABLE ENERGY-RELATED BENEFITS.
3. After submission of project to PGE and upon reasonable notice, the Customer shall give PGE access to the facility and records, both prior to and after the installation of proposed EEMs, as defined in the enclosed Exhibit B, Computerized Lighting Worksheet, for the purpose of observing and monitoring the operation of the existing equipment. Access to the facility will be given to PGE for a period of two years following the installation of EEMs for the purpose observing and monitoring the operation of the installed equipment. Any monitoring will be at PGE's expense. PGE may use the information described in the Application (the "Project") in its own promotional and informational publications. PGE shall inform the Customer prior to the publication of such information and agrees to honor any request from the Customer to keep the Customer's name confidential for a period of up to two years.
4. The Customer shall install, service and maintain the EEMs in accordance with all manufacturer recommendations and specifications.
5. PGE has no obligation to provide any payment to Customer except according to and under the terms of this Agreement.
6. PGE's liability under the Agreement is expressly limited to Payment of the rebates as specified by this Agreement. In no event shall PGE be liable for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure or performance related hereto howsoever caused, whether or not arising from PGE's sole, joint or concurrent negligence.
7. Customer agrees to defend, protect, release, indemnify and hold PGE, its officers, directors, agents and employees and its affiliates, their respective officers, directors, agents, and employees, harmless from and against any and all losses, damages to persons or property, injuries or deaths of persons, liability, claims, liens, demands, and causes of action of every kind and character, including environmental liability, and including the amounts of judgements, penalties, interest, court costs, and legal fees incurred by PGE, its affiliates or their respective officers, agents and employees in defense of same ("Claims") arising in favor of any person, corporation or other entity, including the parties hereto and their employees, contractors and agents, arising from or occurring by reason of the actual or planned construction, maintenance or operation of the Projects. The parties hereto agree, and Customer affirmatively states and warrants to PGE, that its indemnity obligation will be supported by liability insurance to be furnished by it; provided that recovery under or in respect of this indemnity shall not be limited to the proceeds of any such insurance. Customer shall have the right to self-insure the indemnity obligation with the consent of PGE.
8. The Customer agrees to hold harmless, indemnify and defend PGE from any claims, cost, damage or expense arising from misrepresentations to third parties of energy savings by the Customer.
9. This Agreement shall extend to and be binding upon PGE and the Customer and their respective successors and assignees except that the Customer shall not be entitled to assign its entire interest in this Agreement or any portion thereof without the prior consent of PGE. Such consent by PGE will not be unreasonably withheld.
10. This Agreement may only be modified in writing and the modification must be signed by both parties.

11. The Waiver of any portion of this Agreement by PGE shall not affect PGE's right to insist upon strict performance of this Agreement or of any of PGE's rights or remedies hereunder.
12. This Agreement is the entire agreement between parties and supersedes all other communication and representations whether oral or written.
13. In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable, including attorneys' fees, at trial and on appeal.
14. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of law principles.
15. The Customer understands that:
 - Preapproval for a project does not necessarily guarantee payment of a rebate or incentive. Actual payment is contingent on verification of equipment installation at the facility.
 - Custom retrofit/replacement measure rebates will not exceed 30% of the installed incremental costs of the measure (excluding fluorescent lamp or ballast disposal costs, or in-house labor) as supported by invoices.
 - Approved Short Term Incentives will not exceed 25% of approved incentives for a project.
 - All custom measures must be cost effective according to the measure life and have a simple payback greater than 2.0 years. Exceptions to this requirement may be granted by PGE on a case by case basis.
 - The combined lighting measures must have estimated savings of at least 35% electrical savings over existing conditions. Exceptions to this 35% requirement may be granted by PGE on a case by case basis.
 - The Customer shall provide PGE with evidence of proper implementation of the Project (the "Evidence"). The Evidence shall be in the form of accounting records, contractor and/or vendor invoices and visual inspection by PGE or its representatives. PGE may reasonably accept or reject all or part of the Evidence.
 - At no time will the total incentive paid for a project exceed 60% of the installed incremental cost as supported by invoices.
16. The Customer understands that PGE does not pay rebates or incentives for the cost of disposal for PCB-containing ballasts or the disposal of fluorescent or HID (high intensity discharge) lamps. The Customer and/or the lighting contractor are responsible for the proper disposal of waste materials. PGE shall not be liable for any cost, penalty, damage or expense arising out of the storage, disposal or transfer of PCB-containing ballasts or of any fluorescent lamps waste material, including but not limited to Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous, toxic, infectious or radioactive substance, waste and materials as defined or listed by any Environmental Law. The terms "Environmental Law" shall mean any federal state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. For information concerning fluorescent lamp and HID disposal, call The Resource and Conservation Recovery Act Hot Line at 1-800-424-9346. For PCB ballast disposal information, contact The Toxic Substances Control Act Hot Line at 1-202-554-1404. For state regulations, contact the DEQ Hazardous and Solid Waste Management Office at 1-503-229-5913.
17. Any unused ballast(s) must be removed. Any unused lamp holders must either be removed or rendered inoperable.
18. Rebate payments are NOT available for: Delamping and/or the use of reflectors without upgrading the lamp or ballast system; new fixtures or conversions using T12 or T10 lamps; T8 or T5 fixtures or conversions that use magnetic ballasts; new mercury vapor fixtures; new T8 U-bent fixtures; compact fluorescent conversions that have medium or low power factor and/or non-dedicated bases; one-piece screw-in compact fluorescent lamps; four-foot, four-lamp conversions without reduced wattage ballasts; new or converted exit signs using compact fluorescent or incandescent lamps.
19. The Customer shall complete the project by DECEMBER 1, 2001
20. Total rebate amount must exceed \$100. All potentially qualifying projects must be pre-approved and may be pre-inspected by PGE prior to the installation of the equipment. Incentives in excess of \$600 will be reported to the IRS as taxable income on Form 1099-MISC. PGE shall not be responsible for any tax liability imposed on the Customer as a result of any Incentive given pursuant to this Agreement. Customer agrees to consult their own tax advisor for information concerning its tax liabilities.
21. The Customer understands that PGE recommends a lighting quality analysis be performed that includes a review of the task illumination requirements as recommended by the Illuminating Engineering Society of North America (IESNA). The Customer also understands and accepts the light levels as proposed by the Customer's selected lighting professional. In situations where the number of lamps is being reduced in a lighting fixture or where reduced wattage electronic ballast(s) are used, the Customer understands that the light levels may be lower.
22. The Customer understands that to be eligible for consideration of a short term incentive (STI) the project must be submitted to PGE after January 1, 2001 and no later than September 28, 2001 and the project completed, equipment installed and operational, invoices received and project verified by PGE no later than December 15, 2001.

I understand and agree to the terms and conditions of this agreement and certify that the information provided to PGE for the purpose of executing this agreement are true and accurate and that I am duly authorized by Customer to enter into this Agreement on its behalf.

Customer: CITY OF TIGARD

Customer: ARNALDO L. MANZANO Arnaldo L. Manzano
Printed Name Signature

11/5/01
Date

Portland General Electric

PGE Lighting Rebate Spreadsheet Version 6.1

EXHIBIT

PROJECTS MUST BE PRE-APPROVED!

2001

City Tigard CAO/CPAH

PGE Project Number

small Building Lighting Program

(SMALL = 20,000 sq. ft. or less; LARGE = Over 20,000 sq. ft.)

prepared by: George Roth

3000

1085545

		If Short Term Incentive, enter STI →																
	Location Description	Existing Code	Existing Equipment	Equip. Type	Quantity	Watts/ Fix	EEM Code	Proposed Equipment	Equip. Type	Quantity	Watts/ Fix	Saved Watts	Annual Hours	Total kWh Saved	Installed Costs *	Rebate Amount	% Saved	
1	Office	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	7	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	7	50	322	3000	966	\$522.00	\$70.00	47.9%	
2	Office room	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	3	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	3	50	138	3000	414	\$197.00	\$30.00	47.9%	
3	R/Room	6E060	Incandescent 60 watt	60 watt	2	60	6SI13	CFL Conversion, Modular with dedicated base 1-13w, HPF, low THD	Modular CFL	2	14	92	3000	276	\$75.35	\$10.00	76.7%	
4			blank	blank		0		blank	blank		0	0	3000	0	0	0	0.0%	
5	Conf room	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	2	192	6F44R	4', 4 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	100	184	3000	552	\$187.00	\$10.00	47.9%	
6	Copier	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	50	92	3000	276	\$187.00	\$20.00	47.9%	
7	Hall	6E060	Incandescent 60 watt	60 watt	3	60	6SI13	CFL Conversion, Modular with dedicated base 1-13w, HPF, low THD	Modular CFL	3	14	138	3000	414	\$112.00	\$15.00	76.7%	
8	Comm. Part	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	3	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	3	50	138	3000	414	\$268.00	\$30.00	47.9%	
9	Office	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	50	92	3000	276	\$128.00	\$20.00	47.9%	
10	Joi	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	50	92	3000	276	\$128.00	\$20.00	47.9%	
11	Terese	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	50	92	3000	276	\$128.00	\$20.00	47.9%	
12	Ltroom	6E421	4 foot, 2 lamp, F40T12, std ballast	4' T12	2	96	6F42R	4', 2 lamp, F32T8/E RW (Reduced Wattage) ballast	4' T8 Retrofit	2	50	92	3000	276	\$128.00	\$20.00	47.9%	
13	Rtroom empl	6E060	Incandescent 60 watt	60 watt	2	60	6SI13	CFL Conversion, Modular with dedicated base 1-13w, HPF, low THD	Modular CFL	2	14	92	3000	276	\$75.35	\$10.00	76.7%	
14			blank	blank		0		blank	blank		0	0		0	0	0	0.0%	
15			blank	blank		0		blank	blank		0	0		0	0	0	0.0%	
					32	=total qty. "Existing"							32	=total qty. "Proposed"				

Total Building → Square Footage	5,000	Affected Area → Square Footage	1,500
Code Reference Number			
Lighting Power Density (LPD)			
Oregon LPD Code			
35% Savings Check			
51.9% Savings			

If you are eligible for and wish to apply for the PGE BETC Pass Through, enter BETC

Total Existing kWh 9,036

Cost Total *	Rebate Total	
\$2,135.70	\$275.00	\$100 min. rebate

*less any disposal costs and/or "in-house" labor

ESTIMATED PAYBACK	Before Rebate	After Rebate
	6.8 years	5.9 years
Rebate as a % of installed costs		
12.9%		

Estimated Annual KWH Savings	4,692
Cost Effectiveness for this project	0.4552
Current Average Electric Rate (\$/KWH)	0.067
Estimated Annual Dollar Savings	\$314

0.5791

CE Limit

Qualification Criteria:

Light Levels must be consistent with IES Guidelines.

LPD should be consistent with current Oregon Energy Code.

THIS SHEET DOES NOT REPRESENT A PREAPPROVAL FROM PGE FOR THIS PROJECT. The stated rebates are based on the proposal submitted to date.

PGE makes no warranty, express or implied, that the installation of the proposed measures included as part of this, the Project, will result in any productivity improvement, or energy savings.

Should the scope of work change from the above, these changes need to be submitted in writing to PGE for approval prior to the purchase or installation of measures to be eligible for any rebates or incentives.

Project Notes Listed Below:

1

2

3



Portland General Electric Company
16280 SW Upper Boones Ferry Road • Portland, Oregon 97224

November 12, 2001

Mr. Arnie Manzano
City of Tigard
13125 SW Hall Blvd
Tigard, OR 97223

Dear Mr. Manzano:

Thank you for your interest in our Commercial/Industrial Energy Efficiency program. Your Small Building lighting rebate request has been reviewed and preapproved. **Preapproval is contingent upon our receipt of the enclosed PGE Small Building Lighting Program Terms and Conditions form. Please complete both sides and return it in the enclosed envelope by November 20, 2001. After this date, our incentive offer will no longer be valid and your project will need to be resubmitted and reviewed under the current program guidelines in effect at that time.** This form is needed before any rebate can be paid.

PROJECT NO	SITE	REBATE
1086773	City of Tigard - Police (Sally Port)	\$480.00

A week before your estimated completion date of December 1, 2001, a Business Representative will call you requesting invoices (for material and labor costs). Once invoices are received we will arrange to verify installation of the proposed measures. After verification is complete your check will be processed. *Should the scope of the project change at any time after PGE has preapproved a project, these changes must be submitted to our office in writing. All changes must be reviewed and preapproved by PGE before any qualified rebates/incentives will be considered.*

According to IRS rules, we are required to report on Form 1099-MISC any incentive payment by us for non-dwelling unit energy conservation measures paid to you. Because PGE cannot offer tax advice to our customers, if you have any further questions please contact your personal tax advisor.

If you have any questions, please call your PGE Business Representative, Verlea Briggs, at 503- 603-1657.

Sincerely,

Cherie Merwin
Commercial/Industrial Operations Lead

c: Verlea Briggs
Project No. 1086773

enclosure
cc

Energy-saving
solutions.
Bottom-line
benefits.

Commercial & Industrial
Energy-Efficiency Programs

Portland General Electric

Project Name: City of Tigard - Police

Project Number: 1086773

SMALL BUILDING LIGHTING PROGRAM

TERMS AND CONDITIONS

Buildings 20,000 Square Feet and Less

I, ARNALDO L. MANZANO warrant that I am the authorized representative of the Customer, CITY of TIGARD
that will be receiving the PGE incentive and under penalties of perjury I certify that the Customer's Taxpayer Identification Number (TIN) is
93-0503940 and that the Customer is not subject to backup withholding.
Nine Digit Federal Tax ID or Social Security No.

Customer must strike out language certifying it is not subject to backup withholding if the Customer has been notified that he is subject to Backup withholding, and has not received notice from the Internal Revenue Service advising them that Backup withholding is not required.

1. The Customer warrants it is a nonresidential PGE Customer who is planning to purchase energy-efficient equipment that will be installed for permanent service in PGE service territory.
2. THE CUSTOMER UNDERSTANDS, AGREES AND ACKNOWLEDGES THAT PGE, ITS EMPLOYEES AND ITS CONSULTANTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, THAT THE INSTALLATION OF MATERIAL, EQUIPMENT OR WORKMANSHIP IN ANY FEATURES OR MEASURES INCLUDED IN THE PROJECTS, COMPLY WITH APPLICABLE LAWS, REGULATIONS, CODES, OR INDUSTRY STANDARDS, OR WILL RESULT IN ANY PRODUCTIVITY IMPROVEMENT, ENERGY SAVINGS, OR MEASURABLE ENERGY-RELATED BENEFITS.
3. After submission of project to PGE and upon reasonable notice, the Customer shall give PGE access to the facility and records, both prior to and after the installation of proposed EEMs, as defined in the enclosed Exhibit B, Computerized Lighting Worksheet, for the purpose of observing and monitoring the operation of the existing equipment. Access to the facility will be given to PGE for a period of two years following the installation of EEMs for the purpose observing and monitoring the operation of the installed equipment. Any monitoring will be at PGE's expense. PGE may use the information described in the Application (the "Project") in its own promotional and informational publications. PGE shall inform the Customer prior to the publication of such information and agrees to honor any request from the Customer to keep the Customer's name confidential for a period of up to two years.
4. The Customer shall install, service and maintain the EEMs in accordance with all manufacturer recommendations and specifications.
5. PGE has no obligation to provide any payment to Customer except according to and under the terms of this Agreement.
6. PGE's liability under the Agreement is expressly limited to Payment of the rebates as specified by this Agreement. In no event shall PGE be liable for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract or otherwise) under or in respect of this Agreement or for any failure or performance related hereto howsoever caused, whether or not arising from PGE's sole, joint or concurrent negligence.
7. Customer agrees to defend, protect, release, indemnify and hold PGE, its officers, directors, agents and employees and its affiliates, their respective officers, directors, agents, and employees, harmless from and against any and all losses, damages to persons or property, injuries or deaths of persons, liability, claims, liens, demands, and causes of action of every kind and character, including environmental liability, and including the amounts of judgements, penalties, interest, court costs, and legal fees incurred by PGE, its affiliates or their respective officers, agents and employees in defense of same ("Claims") arising in favor of any person, corporation or other entity, including the parties hereto and their employees, contractors and agents, arising from or occurring by reason of the actual or planned construction, maintenance or operation of the Projects. The parties hereto agree, and Customer affirmatively states and warrants to PGE, that its indemnity obligation will be supported by liability insurance to be furnished by it; provided that recovery under or in respect of this indemnity shall not be limited to the proceeds of any such insurance. Customer shall have the right to self-insure the indemnity obligation with the consent of PGE.
8. The Customer agrees to hold harmless, indemnify and defend PGE from any claims, cost, damage or expense arising from misrepresentations to third parties of energy savings by the Customer.
9. This Agreement shall extend to and be binding upon PGE and the Customer and their respective successors and assignees except that the Customer shall not be entitled to assign its entire interest in this Agreement or any portion thereof without the prior consent of PGE. Such consent by PGE will not be unreasonably withheld.

10. This Agreement may only be modified in writing and the modification must be signed by both parties.
11. The Waiver of any portion of this Agreement by PGE shall not affect PGE's right to insist upon strict performance of this Agreement or of any of PGE's rights or remedies hereunder.
12. This Agreement is the entire agreement between parties and supersedes all other communication and representations whether oral or written.
13. In the event of any legal action to enforce any of the terms of this Agreement, the prevailing party shall be entitled to its reasonable, including attorneys' fees, at trial and on appeal.
14. This Agreement shall be governed by the laws of the State of Oregon without regard to conflict of law principles.
15. The Customer understands that:
- Preapproval for a project does not necessarily guarantee payment of a rebate or incentive. Actual payment is contingent on verification of equipment installation at the facility.
 - Custom retrofit/replacement measure rebates will not exceed 25% of the installed incremental costs of the measure (excluding fluorescent lamp or ballast disposal costs, or in-house labor) as supported by invoices.
 - All custom measures must be cost effective according to the measure life and have a simple payback greater than 2.0 years.
 - The combined lighting measures must have estimated savings of at least 35% electrical savings over existing conditions. Exceptions to this 35% requirement may be granted by PGE on a case by case basis.
 - The Customer shall provide PGE with evidence of proper implementation of the Project (the "Evidence"). The Evidence shall be in the form of accounting records, contractor and/or vendor invoices and visual inspection by PGE or its representatives. PGE may reasonably accept or reject all or part of the Evidence.
16. The Customer understands that PGE does not pay rebates or incentives for the cost of disposal for PCB-containing ballasts or the disposal of fluorescent or HID (high intensity discharge) lamps. The Customer and/or the lighting contractor are responsible for the proper disposal of waste materials. PGE shall not be liable for any cost, penalty, damage or expense arising out of the storage, disposal or transfer of PCB-containing ballasts or of any fluorescent lamps waste material, including but not limited to Hazardous Substances. The term "Hazardous Substances" shall mean any hazardous, toxic, infectious or radioactive substance, waste and materials as defined or listed by any Environmental Law. The terms "Environmental Law" shall mean any federal state or local statute, regulation or ordinance or any judicial or other governmental order pertaining to the protection of health, safety or the environment. For information concerning fluorescent lamp and HID disposal, call The Resource and Conservation Recovery Act Hot Line at 1-800-424-9346. For PCB ballast disposal information, contact The Toxic Substances Control Act Hot Line at 1-202-554-1404. For state regulations, contact the DEQ Hazardous and Solid Waste Management Office at 1-503-229-5913.
17. Any unused ballast(s) must be removed. Any unused lamp holders must either be removed or rendered inoperable.
18. Rebate payments are NOT available for: Delamping and/or the use of reflectors without upgrading the lamp or ballast system; new fixtures or conversions using T12 or T10 lamps; T8 or T5 fixtures or conversions that use magnetic ballasts; new mercury vapor fixtures; new T8 U-bent fixtures; compact fluorescent conversions that have medium or low power factor and/or non-dedicated bases; one-piece screw-in compact fluorescent lamps; four-foot, four-lamp conversions without reduced wattage ballasts; new or converted exit signs using compact fluorescent or incandescent lamps.
19. The Customer shall complete the project by December 1, 2001.
20. Total rebate amount must exceed \$100. All potentially qualifying projects must be pre-approved and may be pre-inspected by PGE prior to the installation of the equipment. Incentives in excess of \$600 will be reported to the IRS as taxable income on Form 1099-MISC. PGE shall not be responsible for any tax liability imposed on the Customer as a result of any Incentive given pursuant to this Agreement. Customer agrees to consult their own tax advisor for information concerning its tax liabilities.
21. The Customer understands that PGE recommends a lighting quality analysis be performed that includes a review of the task illumination requirements as recommended by the Illuminating Engineering Society of North America (IESNA). The Customer also understands and accepts the light levels as proposed by the Customer's selected lighting professional. In situations where the number of lamps is being reduced in a lighting fixture or where reduced wattage electronic ballast(s) are used, the Customer understands that the light levels may be lower.

I understand and agree to the terms and conditions of this agreement and certify that the information provided to PGE for the purpose of executing this agreement are true and accurate and that I am duly authorized by Customer to enter into this Agreement on its behalf.

Customer: CITY of TIGARD

Company

Customer: ARNALDO L. MANZANO

Printed Name

Arnaldo L. Manzano

Signature

11/16/01

Date

Portland General Electric

PGE Lighting Rebate Spreadsheet Version Oct 1, 2001

ALL PROJECTS MUST BE PRE-APPROVED!

October 1 version 2001

City of Tigard

PGE Project Number

Building Lighting Program

EXHIBIT

1086773

(SMALL = 20,000 sq. ft. or less; LARGE = Over 20,000 sq. ft.)

prepared by: George Roth / DO

3000

Location Description	Existing Code	Existing Equipment	Equip. Type	Quantity	Watts/ Fix	EEM Code	Proposed Equipment	Equip. Type	Quantity	Watts/ Fix	Saved Watts	Annual Hours	Total kWh Saved	Installed Costs *	Rebate Amount	% Saved
1 ENG PAD Office	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	16	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofit	16	75	1216	3000	3648	\$1,190.00	\$160.00	50.3%
2 R/R	6E431	4 foot, 3 lamp, F40T12, std ballast	4' T12	2	151	6F43R	4', 3-lamp, F32T8/E, RW (Reduced Wattage) ballast	4' T8 Retrofit	2	75	152	3000	456	\$93.00	\$20.00	50.3%
3 Eng Mod	6e441	4 foot, 4 lamp, F40T12, std ballast	4' T12	18	192	6F42Z	4', 2 lamp, F32T8/E HLO (High Light Output) ballast, DELAMPED	4' T8 Retrofit	18	75	2106	3000	6318	\$980.00	\$225.00	60.9%
4 Sally Port	6E441	4 foot, 4 lamp, F40T12, std ballast	4' T12	6	192	6F42Z	4', 2 lamp, F32T8/E HLO (High Light Output) ballast, DELAMPED	4' T8 Retrofit	6	75	702	3000	2106	\$385.00	\$75.00	60.9%
5		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
6		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
7		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
8		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
9		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
10		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
11		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
12		blank	blank		0		blank	blank		0	0		0	0	0	0.0%
				42	=total qty."Existing"						42	=total qty."Proposed"				
Total Building Square Footage		Affected Area Square Footage												Cost Total *	Rebate Total	
														\$2,648.00	\$480.00	\$100 min. rebate

Total Existing kWh 21,978

ESTIMATED
PAYBACK

Before Rebate	After Rebate
3.2	2.6
years	years

Estimated Annual KWH Savings 12,528

Cost Effectiveness for this project 0.2114 0.6111

Current Average Electric Rate (\$/KWH) 0.067 CE Limit

Estimated Annual Dollar Savings \$839

Rebate as a % of installed costs 18.1%

Qualification Criteria:

Light Levels must be consistent with IES Guidelines.

LPD should be consistent with current Oregon Energy Code.

THIS SHEET DOES NOT REPRESENT A PREAPPROVAL FROM PGE FOR THIS PROJECT. The stated rebates are based on the proposal submitted to date.

PGE makes no warranty, express or implied, that the installation of the proposed measures included as part of this, the Project, will result in any productivity improvement, or energy savings.

Should the scope of work change from the above, these changes need to be submitted in writing to PGE for approval prior to the purchase or installation of measures to be eligible for any rebates or incentives.

Project Notes Listed Below:

1

2

3

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE: Approve Engineering Services Contract with Century West Engineering Corporation to Complete the Project Design for Gaarde Street Improvements – Phase 2.

PREPARED BY: Vannie Nguyen DEPT HEAD OK : A.P. Duenas CITY MGR OK: Bill Monahan

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board approve the contract award to Century West Engineering Corporation in the amount of \$39,750.00 for engineering design services to complete the project design for the Gaarde Street Improvements – Phase 2 project?

STAFF RECOMMENDATION

Staff recommends that the Local Contract Review Board, by motion, approve the contract award to **Century West Engineering Corporation** in the amount of **\$39,750.00**.

INFORMATION SUMMARY

The improvement of Gaarde Street between 121st Avenue and Highway 99W is the 2nd phase of a two-phase capital improvement project approved in FY 2001-02. The 1st phase of the project is identified as *Gaarde Street Improvements - Phase 1* which was completed in August 2001. The 2nd phase widens Gaarde Street between 121st Avenue and Highway 99W to a 3-lane facility with bike lanes and sidewalks on both sides. This project also includes installation of a new traffic signal at the Gaarde Street/121st Avenue intersection and improvement to the 121st Avenue approach north of the intersection.

In April 1999, staff conducted an RFP (Request for Proposals) process to select consultants to perform design services for the Gaarde Street project. From the selection process, Century West Engineering and Triland Design Group were recommended to the City Council for approval of the contract awards. In the Council meeting of May 25, 1999, the Local Contract Review Board approved contract awards to Century West Engineering Corporation to perform design services for Gaarde Street Improvements – Phase 1 and Triland Design Group for the design of Gaarde Street Improvements – Phase 2. Construction of the first phase was completed in August 2001.

During the course of the work on Phase 2, Triland Design Group changed project managers twice and ultimately failed to prepare a design that was acceptable to the Engineering staff. The project was poorly managed, drawings were not submitted on time, and the design work required extensive corrections by the City. The construction schedule was delayed at least three times because Triland Design Group did

not comply with the committed schedule. The consultant was given final notice to complete the work by December 15, 2001 so that the project could be ready for bids immediately after the New Year. On October 22, 2001, Triland Design Group submitted drawings to the City that represented only 70% completion of the work, which was supposed to be at least 90% at that time. After an extensive review of these drawings, staff expressed its concern in a meeting with Triland on November 14, 2001 and again in a letter on November 16, 2001.

Given the fact that Triland Design Group does not have the ability to fully complete the bid documents (which includes 100% plans, specifications and estimate) by the December 15, 2001 deadline, staff terminated the contract with Triland on November 27, 2001 after consultation with the City Attorney's office.

So far, Triland Design Group has cooperated with staff in submitting all documents related to the project. On December 4, 2001, staff received a letter from Triland indicating their understanding of the City's decision. Please refer to the letter attached to this summary.

Century West Engineering did an excellent job in designing the Gaarde Street Improvements – Phase 1 project. This project was delivered on schedule and within budget. The company's project management team has extensive experience in roadway design and is very knowledgeable of the condition of Gaarde Street. In addition, they already went through the selection process at the time the City was undecided whether or not to award both projects to one consultant. As one of the two consultants selected for the Gaarde Street project, the procurement requirements are met by contracting with them to complete the work on Phase 2.

Staff did evaluate the option of going through a request for proposal process to select a consultant to take over the project unfinished by Triland. However, the selection process is time-consuming and would delay commencement of construction on the project. Staff is also concerned that there are only a few consultants that would want to take the risk of stamping and signing the design that was originally prepared by somebody else.

After several interviews with Century West Engineering, staff feels confident that the consultant is the best candidate to complete the work with capabilities, qualifications and resources sufficient to perform the required services. Century West Engineering's fee proposal and scope of service submitted to the City on December 10, 2001 proposed an amount of \$39,750 to complete the work. Staff has worked with Century West to minimize the cost of the service. An Engineering Technician from the City will assist Century West to perform the drafting work for the project. Century West will perform the design, the calculations, the revision of the current design, and the preparation of specifications and estimate to have the project documents ready for reproduction by February 22, 2001.

Staff therefore recommends that the Local Contract Review Board approve the contract award to Century West Engineering so that they could begin the design work immediately and complete the project by the end of February 2002. It is cost effective for the City to advertise the project for bids during the winter because contractors are less busy and should submit more competitive bids.

Following approval by the Local Contract Review Board, staff plans to finish the design by February 2002, advertise the project on March 5th, open bids on March 19th, and award the construction contract

on April 10th. Construction of the project is anticipated to begin on or after May 1, 2002. The current plans call for the street to be closed to through traffic from July 1 through September 30, 2002 and again from April 1 through June 30, 2003. The first period of closure is required for roadway embankment, construction of retaining walls, storm drain pipes and sanitary sewer pipes, extension of existing culverts, and placement of existing utilities underground. The second period is for roadway excavation, installation of curbs and sidewalks, streetlights, traffic signal and asphaltic concrete (AC) pavement. Traffic will be detoured to Walnut Street and Highway 99W.

OTHER ALTERNATIVES CONSIDERED

Select a different consultant through an RFP process. However, this process would delay the project schedule approximately 2 months. Due to the delay, construction could not start until July instead of May 2002. Delaying the project would probably result in less competitive bids and would seriously reduce the time period available to the successful contractor for meaningful construction work prior to the onset of inclement weather.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

This project meets the Tigard Beyond Tomorrow Transportation and Traffic Goals of “Improve Traffic Safety” and “Improve Traffic Flow”.

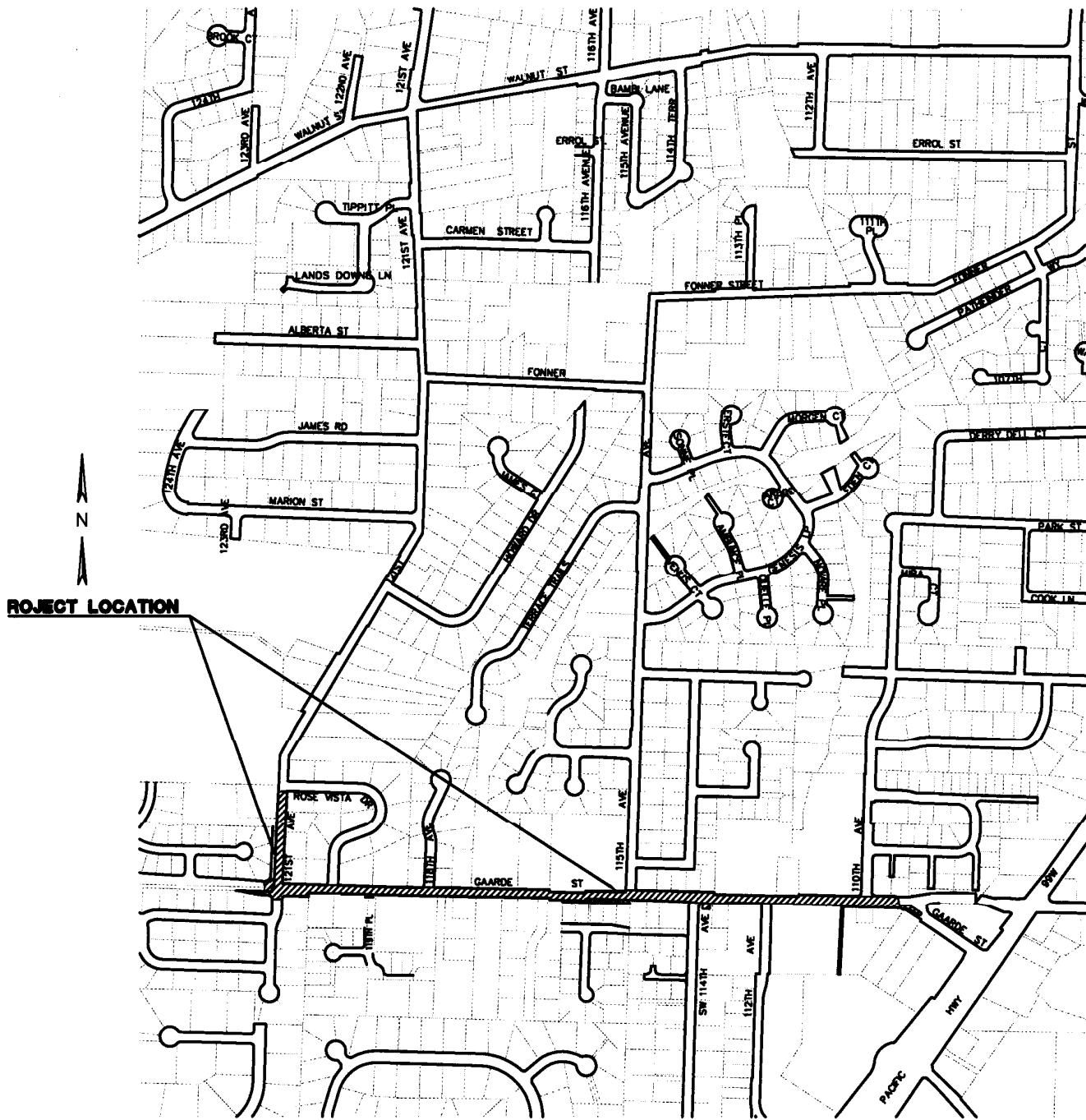
ATTACHMENT LIST

- Project location map
- Contract terminating letter to Triland Design Group
- Letter of response from Triland Design Group

FISCAL NOTES

This project is funded in the FY 2001-02 Capital Improvement Program using Traffic Impact Fee funding in the amount of \$1,840,000 for the design, construction and right-of-way acquisition for the project. There is a balance of \$29,294.25 remaining in the contract with Triland. Using the balance remaining in that contract, an additional amount of \$10,455.75 from the project funds is required to complete the design of the project.

GAARDE STREET IMPROVEMENT PROJECT



November 27, 2001

Hand Delivered Monday, November 27, 2001, 9:00 AM

Larry B. Lewis, A.I.C.P.
Raymond F. Buckel, P.L.S.
Triland Design Group, Inc.
10260 SW Nimbus Ave. M4
Tigard, OR 97223



Re: Termination of Engineering Services Contract
Gaarde Street Improvements – Phase 2, File No. 323B

This is to inform you that the City of Tigard is terminating the Contract for Engineering Services, originally entered into on May 27, 1999, between the City and Triland Design Group for engineering work relating to Gaarde Street improvements. The contract is terminated effective immediately pursuant to Sections 7 and 8 of the contract. Triland Design Group is to perform no further work under the contract. Under Section 3 of the contract, the City is the owner of all work performed under the contract. Therefore, please submit all documents related to the project to the City no later than 5:00 PM November 27, 2001. These documents include, but are not limited to, the following:

- Revised drawings, specifications and estimate.
- All City redlined comments.
- Existing as-builts and right-of-way maps.
- Photos and photographic negatives.
- Hydrology and hydraulic calculations and reports.
- Pavement design report and traffic study report.
- Retaining wall calculations.
- Utility redlined drawings from utility companies.
- Proposed and existing street cross sections at 25' intervals.
- Driveway transition profiles.
- Earthwork calculations generated from Softdesk software.
- Topographic survey field notes and maps.
- Meeting minutes, correspondences, and transmittals.
- Electronic copies of all project data that contain horizontal and vertical alignments, cogo points, DTM, and survey files including raw and field book data. These electronic copies shall be in a format consistent with AutoCAD R14 and Softdesk S8.

Please call me if you have any questions.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vannichguy", is written over the typed name.

Vannie T. Nguyen, P.E.
Engineering Manager

c: William A. Monahan, City Manager
Agustin Duenas, P.E., City Engineer
Gary Firestone, Attorney at Law
Grea Berrv. P.F. COT

December 3, 2001

RECEIVED
DEC 04 2001



TRILAND DESIGN GROUP, INC.

Ms. Vannie T. Nguyen, P.E., Engineering Manager
City of Tigard
13125 SW Hall Blvd.
Tigard, OR 97223

Re: Gaarde Street Improvements Phase 2 – File No. 323B

Dear Vannie:

TriLand Design Group, Inc. would like you to know that we understand the City's decision to terminate the Gaarde Street – Phase 2 contract. We have been disappointed with the performance of our last two engineering directors dating back to the Fall of 1999. This, unfortunately, had an adverse impact on the Gaarde Street project and we sincerely apologize for that.

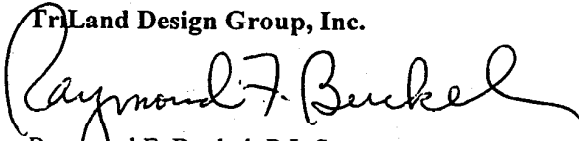
If there is anything that we can do to assist the City in making a smooth transition to complete the project please do not hesitate to contact us. We had a conversation with Century West and encouraged them to contact us if they have questions or request additional information.


TriLand Design Group has established a good reputation for providing land surveying and planning services. We continue to market these two services and would appreciate the City's consideration for TriLand providing these services for you. We are very interested in providing the construction staking services for the Gaarde Street – Phase 2 project. We believe that our land surveying department's knowledge of the project would provide efficiencies to the project that are beneficial to the City.

Vannie, we enjoyed working with you and hope we are able to maintain our working relationship with you.

Respectfully,

TriLand Design Group, Inc.


Raymond F. Buckel, P.L.S.
Partner


Larry B. Lewis, A.I.C.P.
Partner

cc: Agustin Duenas, P.E., City Engineer

AGENDA ITEM # 3.7
FOR AGENDA OF Dec. 18, 2001

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Intergovernmental Agreement between the City of Tigard and the City of Beaverton for the construction of a Water System Intertie

PREPARED BY: Dennis Koellermeier DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Shall the Local Contract Review Board agree to enter into an Intergovernmental Agreement with the City of Beaverton for the construction of a water system intertie, and authorize the City Manager to sign such agreement?

STAFF RECOMMENDATION

Approve the Intergovernmental Agreement and authorize the City Manager to sign the agreement, approve payments, and approve contract change orders up to 20% of the contract price.

INFORMATION SUMMARY

This project was approved in the Water CIP portion of this fiscal year's budget, and was identified in our "Water Distribution System Hydraulic Study" adopted in May of 2000. Our project, when coupled with a similar project being built by the City of Beaverton, will intertie the water transmission systems of the two Cities and allow approximately 4 million gallons per day of water produced by the Joint Water Commission, to be delivered to Tigard via Beaverton's system.

The attached draft of the Intergovernmental Agreement has been reviewed and approved by both City staff and the City Attorney's office. It is in draft form because we are awaiting final edits from the Joint Water Commission staff, who may propose minor changes to the current language or including the Joint Water Commission as a partner in the agreement. These issues should be resolved by the December 11, 2001 City Council meeting and a final version of the agreement will be presented at that time.

OTHER ALTERNATIVES CONSIDERED

The traditional approach to construct this project would be to design, bid, and contract independently of the City of Beaverton. Our consulting engineers advise us that this traditional approach would cost Tigard an additional \$20,000 in fees to the consultant and the contractor.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

"Tigard Beyond Tomorrow" states a goal of "actively participating in regional development of drinking water sources." This project supports that goal by providing piping capacity to allow regionally developed water (Trask / Tualatin) to be delivered to Tigard. In addition, by signing this Intergovernmental Agreement Tigard is forwarding our commitment to a cooperative relationship with Beaverton and the Joint Water Commission.

ATTACHMENT LIST

Attached are copies of the draft Intergovernmental Agreement, which has attachments consisting of:

- Exhibit A- existing Memorandum of Understanding between Tigard and the Joint Water Commission
- Exhibit B- existing 1983 Intergovernmental Agreement between Tigard and Beaverton
- Exhibit C- Project Map
- Exhibit D- Proposal from MSA for Engineering services relating to the Tigard/Beaverton Intertie Project
- Exhibit E- Project Cost Allocation Chart

FISCAL NOTES

Project cost to Tigard is currently estimated at \$221,548. Final cost will be subject to construction contract bidding, changes orders, etc. Current Budget approved for this project is \$275,000.

**BEAVERTON/TIGARD INTERCONNECTION PIPELINE AND MASTER METER
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF BEAVERTON AND THE CITY OF TIGARD**

This Agreement, dated _____, 2001, is between the CITY OF BEAVERTON (Beaverton) and the CITY OF TIGARD (Tigard).

A. RECITALS

WHEREAS, ORS 190.003 - 190.110 encourages intergovernmental cooperation and authorizes local government entities to delegate to each other authority to perform their respective functions as necessary; and

WHEREAS, The parties wish to design and construct an intertie pipeline, master meter and telemetry between Beaverton's water system and Tigard to provide up to 4 million gallons per day of potable water to the other party in either direction as indicated on the attached map Exhibit "C"; and

WHEREAS, Tigard and Beaverton previously entered into an intergovernmental agreement on July 1, 1982, attached as Exhibit "B", for the purposes of supplying water between both parties. Beaverton previously built and currently maintains two water meter stations and intertie piping to supply water in either direction between the parties; and

WHEREAS, the City of Tigard entered into a Memorandum Of Understanding (MOU) with the Joint Water Commission (JWC) on May 18, 2001, attached as Exhibit "A", which includes a provision for Tigard to purchase water originating from the JWC if same has surplus water available in excess of JWC's needs and those of its members. Under the MOU, JWC will sell water to Tigard upon consent of its members and that prior to that sale of water, the amount, term and rates shall be mutually agreed upon; now, therefore

IT IS AGREED:

1. Beaverton with Tigard's approval has awarded a professional services contract to Murray Smith and Associates (MSA) for design and construction engineering. The scope of MSA's work is described on Exhibit "D" to this Agreement. The referenced consultant contract to MSA is considered part of the Project and is to provide engineering services needed to design and construct intertie piping between the proposed master meter and pressure reducing valve station and Tigard's existing water distribution system (hereafter Tigard's system). Beaverton shall administer that contract, but Tigard shall have the right to review and accept MSA's design work product including design drawings and construction specifications as to Tigard's

portion of the Project. Tigard's appointed Project staff representative will have sole authority to make decisions for Tigard through the life of the Project. Tigard's Project representative shall have equivalent meaning and application in this Agreement where "Tigard" is used. Beaverton will provide Tigard copies of documents and invoices from MSA upon request. In separate contracts with MSA, Beaverton has contracted with MSA to design the master meter and pressure reducing valve station, intertie piping between Beaverton's system and said metering station, and piping needed to provide an increase in the capacity of Beaverton's local distribution system to achieve an approximate supply capacity of 4 million gallons of water per day to Tigard through this facility. A portion of the costs of the latter contracts Beaverton has with MSA is identified in Exhibit "E" as a contributed cost obligation of Beaverton to the Project.

2. The subject Project is located as shown in map Exhibit "C" of this Agreement. Beaverton shall administer the bidding, contract award and construction of the Project, including review, approval and payment of progress payments to the construction contractor. To the extent practical, Beaverton shall itemize and describe Beaverton's and Tigard's portion of the Project on separate bid schedules. Tigard may review and approve the bid documents before Beaverton publishes those documents and calls for bids. Beaverton shall be named as the "Owner" of the Project on the construction contract documents including the surety bonds.
3. At its discretion, Tigard may participate in the pre-bid meeting, bid review and selection of the construction contractor and may review and approve all pay requests and progress payments administered by Beaverton as they apply to Tigard portion of the Project. Tigard shall defend Beaverton against and hold Beaverton harmless from any and all claims that the contractor may assert against Beaverton that are based on disapproval by Tigard of payment of any of the contract price. Beaverton will provide for all field inspection and Beaverton alone shall communicate with the construction contractor on the Project. Tigard may review and provide oversight inspection of its own to monitor progress of the construction work. Beaverton shall consider comments and recommendations from Tigard during construction and as they apply to Tigard and Beaverton will endeavor to satisfy Tigard's requests wherever possible. Each party shall finally inspect and accept its own portions of the Project. At Tigard's request and at Tigard's expense Beaverton shall cause changes to the construction work desired by Tigard, including change orders and directives for extra work to add to or modify the design for Tigard's portion of the work. Beaverton and Tigard each shall be responsible to operate its own water system, including actions necessary to coordinate with the construction contractor's work, for the duration of the Project.
4. The parties estimate the total cost of the Project covered by this Agreement to be \$479,048.00 of which Tigard's portion is estimated to be \$221,548.00 shown in attached Exhibit "E". Tigard reserves the right to reject any bid that exceeds that

estimate as to Tigard's portion of the work and further reserves the right to reject any and all bids if Tigard's contract review board deems that the public interest so requires. Following Tigard's consent, and Beaverton's award of Tigard's portion of the Project, Tigard will reimburse Beaverton for both (design and construction) engineering costs and for construction costs associated with the intertie connection piping from Tigard's system to the Tigard side of the proposed master meter and pressure reducing valve station (as described on Page 2 of 4 in Exhibit "E"); and one-half of the equivalent cost of interconnection piping from the master meter and pressure reducing valve station to the intersection of SW Barrows Road and Scholls Ferry Road. The cost allocation of the latter section of interconnection piping is to more evenly distribute cost of the joint Project and since the master meter and pressure reducing valve station was moved south of the initial location for design constraint reasons. Beaverton shall provide Tigard with as-built drawings acceptable to the City within four months of completion of the Project.

5. Any contingency funds not expended in the consultant and construction contracts shall be split proportionally between Beaverton and Tigard.
6. Upon final completion and acceptance of the Project, permanent ownership and maintenance responsibilities for improvements that are constructed shall be allocated as follows:
 - Tigard shall own and maintain the intertie connection piping (as described on Page 2 of 4 of the engineering services Scope of Work in Exhibit "D"), from the 16-inch diameter piping on the Tigard side of the master meter and pressure reducing valve station vault to Tigard's system; and
 - Beaverton shall own and maintain the master meter and pressure reducing valve station, and vault and all piping on the Beaverton side of that meter vault.

General Terms

The paragraph headings contained in this Agreement are for ease of reference only and shall not be used in constructing or interpreting this Agreement.

1. Waiver and Amendment.

No waiver of any portion of this Agreement and no amendment, modification or alteration of this Agreement shall be effective unless made in writing and signed by the authorized representative of each party.

2. Interpretation of Agreement.

This Agreement shall not be construed for or against any party by reason of the authorship or alleged authorship of any provision.

3. Term of Agreement.

This Agreement takes effect on the date it is signed by the authorized representatives of the each city and shall remain in effect until completion by both parties of all their respective obligations under this Agreement unless the Agreement is earlier terminated by mutual agreement of the parties and in accordance with the terms of this Agreement.

4. Termination and Amendment.

This Agreement may be terminated or amended by mutual written agreement of both parties. The Agreement shall run for a term of ten (10) years ending on December 31, 2011, and may continue thereafter indefinitely until cancelled by either party upon six (6) months prior written notice of intention to cancel.

5. Dispute Resolution.

If any dispute arising out of this Agreement cannot be resolved by the Beaverton and Tigard staff representatives, the matter will be referred to the staff representatives' respective supervisors for resolution. If the supervisors are unable to resolve the dispute within 30 days of referral, the matter will be referred to Beaverton's Mayor and Tigard's City Manager, who will attempt to resolve the issue. If these executive staff are not able to resolve the dispute, the parties will submit the matter to arbitration under ORS Chapter 34. Federal rules of discovery and evidence shall apply in any such arbitration. The decision of the arbitrator shall be final, binding and conclusive upon the parties and subject to appeal only as otherwise provided in Oregon law. The parties shall continue in the performance of their respective obligations notwithstanding the dispute.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the day and year first written above.

CITY OF TIGARD

CITY OF BEAVERTON

By: _____
City Manager

By: _____
Rob Drake, Mayor

City Recorder

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: _____
Tigard Attorney

By: _____
Beaverton Attorney

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is made between the City of Tigard, an Oregon municipal corporation ("Tigard"), and the Joint Water Commission ("JWC"), an intergovernmental entity created pursuant to ORS Chapter 190.

RECITALS

A. JWC owns and operates a water storage facility, water treatment plant and water supply system ("System") that provides treated water to the distribution systems of its members to-wit: the City of Beaverton, an Oregon municipal corporation ("Beaverton"); the City of Hillsboro, an Oregon municipal corporation ("Hillsboro"); the City of Forest Grove, an Oregon municipal corporation ("Forest Grove"); and the Tualatin Valley Water District, a domestic water supply district ("TVWD").

B. Each Member of the JWC has made various and sundry capital contributions to the JWC System and has an acquired ownership interests in the various components. Each Member has acquired and retained ownership of water rights, which are made available to the JWC for usage in the System.

C. Tigard owns and operates a municipal water supply system within its City limits and also provides water service to the Cities of King City and Durham, and certain unincorporated areas within Washington County within the boundaries of the Tigard Water District.

D. The Parties agree that mutual cooperation relating to planning for the development or expansion of water sources in the Tualatin River Basin and treatment and supply facilities for such water should result in greater efficiency and security of the water supply system to the benefit of all.

AGREEMENT

1. Tigard and the JWC agree to cooperate in the planning, research, analysis, and development for expansion of water sources in the Tualatin River Basin and water supply facilities therefore that will provide mutual benefits to the parties. Cooperation may include interties between distribution systems, joint development of facilities that could provide service to the parties, the provision of surplus water by one party to the other, and the provision of emergency water supplies by one party to the other.

2. Tigard will support efforts to expand the Scoggins Reservoir or other Tualatin River Basin sources as part of the Regional Water Supply Plan and cooperation in the studies to determine the feasibility of such expansion, such as the current Integrated Water Resource Management Study Memorandum of Understanding dated May 18, 2001.

3. Tigard may become a member of JWC if Tigard applies for and obtains water rights for additional source water in the Tualatin River Basin and JWC, its Members, and Tigard are able to agree upon the terms of Tigard's membership in JWC.

4. Any capital projects that Tigard, JWC, and some or all of the Members may participate in prior to Tigard's membership in JWC, shall be constructed only after a Construction Agreement between Tigard, JWC, and the affected Members is executed. If Tigard withdraws from any capital project after completion, Tigard shall be paid according to the terms of the Construction Agreement or the JWC Membership Agreement, as applicable.

5. JWC agrees that if the System has surplus water available in excess of JWC's needs and those of its Members, it will sell water to Tigard upon consent of the Members. The Parties agree that prior to said sales, the amount, term and rate methodology shall be mutually agreed upon.

6. This Agreement may be terminated at any time by mutual agreement of the Parties. This Agreement may be terminated by any Party giving 12 months notice of termination. Notices required under this Agreement shall be sent to:

City of Tigard
c/o Public Works Director
13125 SW Hall Blvd.
Tigard, OR 97223

Joint Water Commission
c/o General Manager
City of Hillsboro
123 West Main, Room 250
Hillsboro, OR 97123

With a copy to each of the following entities:

City of Beaverton
c/o City Mayor
4755 SW Griffith Drive
P.O. Box 4755
Beaverton, OR 97076

City of Hillsboro
c/o City Manager
123 West Main, Room 250
Hillsboro, OR 97123

City of Forest Grove
c/o City Manager
P.O. Box 326
Forest Grove, OR 97116

Tualatin Valley Water District
c/o General Manager
1850 SW 170th Avenue
P.O. Box 745
Beaverton, OR 97075

7. The Parties agree that this Agreement may be expanded to include additional parties with the joint agreement of all parties to the agreement. Any amendment to this Agreement must be improved by the governing body of each body.

8. This Agreement shall be effective when signed by duly authorized representatives of the Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their respectively authorized officers or representatives as of the day and year first above written.

CITY OF TIGARD

JOINT WATER COMMISSION

By: James E. Huff
Mayor

By: Tim Ewert
General Manager

EXHIBIT B

AGREEMENT

This AGREEMENT, made and entered into this 1st day of July, 1982, by and between the TIGARD WATER DISTRICT, a municipal corporation of the State of Oregon, hereinafter called "TIGARD", and the CITY OF BEAVERTON, also a municipal corporation of the State of Oregon, hereinafter called "BEAVERTON".

WITNESSETH

Tigard and Beaverton are each municipal corporations and are engaged in the supply of water for domestic purposes to the residents in their respective areas. Tigard is organized under the provisions of ORS 264; Beaverton is organized in accordance with State law and its city charter.

Tigard and Beaverton have a 12-inch inter-tie at the common boundary, S.W. Scholls Ferry Road, near Springwood Drive. In the near future, another inter-tie will be made at the intersection of S.W. 135th and Scholls Ferry Road.

Both Tigard and Beaverton are desirous of purchasing surplus water from the other for emergency purposes. For such purposes, both entities are willing to sell surplus water to the other at either point of connection at the common boundaries noted above. Therefore, in consideration of the covenants and conditions contained herein, the parties agree as follows:

1. Tigard agrees to furnish and sell water to Beaverton under the terms and provisions of this Agreement delivered at either point of connection noted previously. The obligation on the part of Tigard to sell and furnish water is subject to the following limitations.

A. Under the provisions of ORS 264, Tigard can sell and furnish only surplus water and, should the demand of Tigard's customers at any time exceed Tigard's capacity to deliver water to them, it shall at that time have no obligation to furnish water to

11-2-82 AGREEMENT

Beaverton.

B. Tigard's sources of water are the City of Lake Oswego, Oregon; the City of Portland, Oregon; and deep wells located within the district. The Cities of Lake Oswego and Portland have promulgated rules and regulations concerning the supply and use of water, and it is mutually understood and agreed between the parties hereto that, insofar as said rules and regulations are applicable hereto, Beaverton shall be bound by same. Such rules and regulations are by this reference made a part of this Agreement.

2. Beaverton agrees to furnish and sell water to Tigard under the terms and provisions of this Agreement delivered at either point of connection noted previously. The obligation on the part of Beaverton to sell and furnish water is subject to the following limitations:

A. Beaverton is offering only surplus water to Tigard for emergency purposes and, should the demand of Beaverton's customers at any time exceed Beaverton's capacity to deliver water to them, it shall at that time have no obligation to furnish water to Tigard.

B. Beaverton's major source of water is the Upper Tualatin-Trask River system controlled and operated under the jurisdiction of the Joint Utilities Commission of Hillsboro, Forest Grove and Beaverton. The Joint Utilities Commission has promulgated rules and regulations concerning the supply, sale and use of water, and it is mutually understood and agreed between the parties hereto that, insofar as said rules and regulations are applicable hereto, Tigard shall be bound by same. Such rules and regulations are by this reference made a part of this Agreement.

3. Both Tigard and Beaverton shall pay to the other party for water purchased a sum of money equal to the basic unit cost per 100 cubic feet of Bull Run water delivered as determined by Portland Water Bureau in its fiscal year Rate Ordinance for Service Area III (pumped transmission). For example: the current charge for water service furnished by the City of Portland for Service Area III is 63 cents per 100 cubic feet. Water furnished by either party pursuant to the provisions of this Agreement would cost 63 cents

per 100 cubic feet. It is understood that any change in the rate made by the City of Portland for Service Area III, whether increased or decreased, shall work an appropriate increase or decrease in the rate and charges made hereunder. The parties agree that there shall be no stand-by charges or minimum charges.

Shall the water meter(s) fail to register accurately the quantity of water passing through it, the charges for water delivered during the period of inaccuracy shall be estimated and agreed to by both parties from data showing the average daily volume of water passing through the meter(s) when operating accurately.

This Agreement shall be for a term of ten (10) years ending on June 30, 1992, and may continue thereafter indefinitely until cancelled by either party upon giving to the other six (6) months prior written notice of this intention to cancel. This Agreement shall supercede all other agreements currently in effect.

IN WITNESS WHEREOF the parties hereto have caused these presents to be executed as of the day and year first above written.

TIGARD WATER DISTRICT

Date: 1-11-83

By: 

Chairman
Board of Commissioners

ATTEST:


Secretary
Board of Commissioners

CITY OF BEAVERTON, OREGON

Date: 12-21-82

By: 

Mayor

ATTEST:

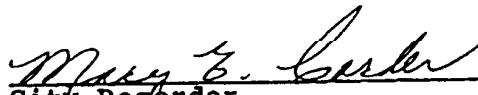

City Recorder
City of Beaverton

EXHIBIT C

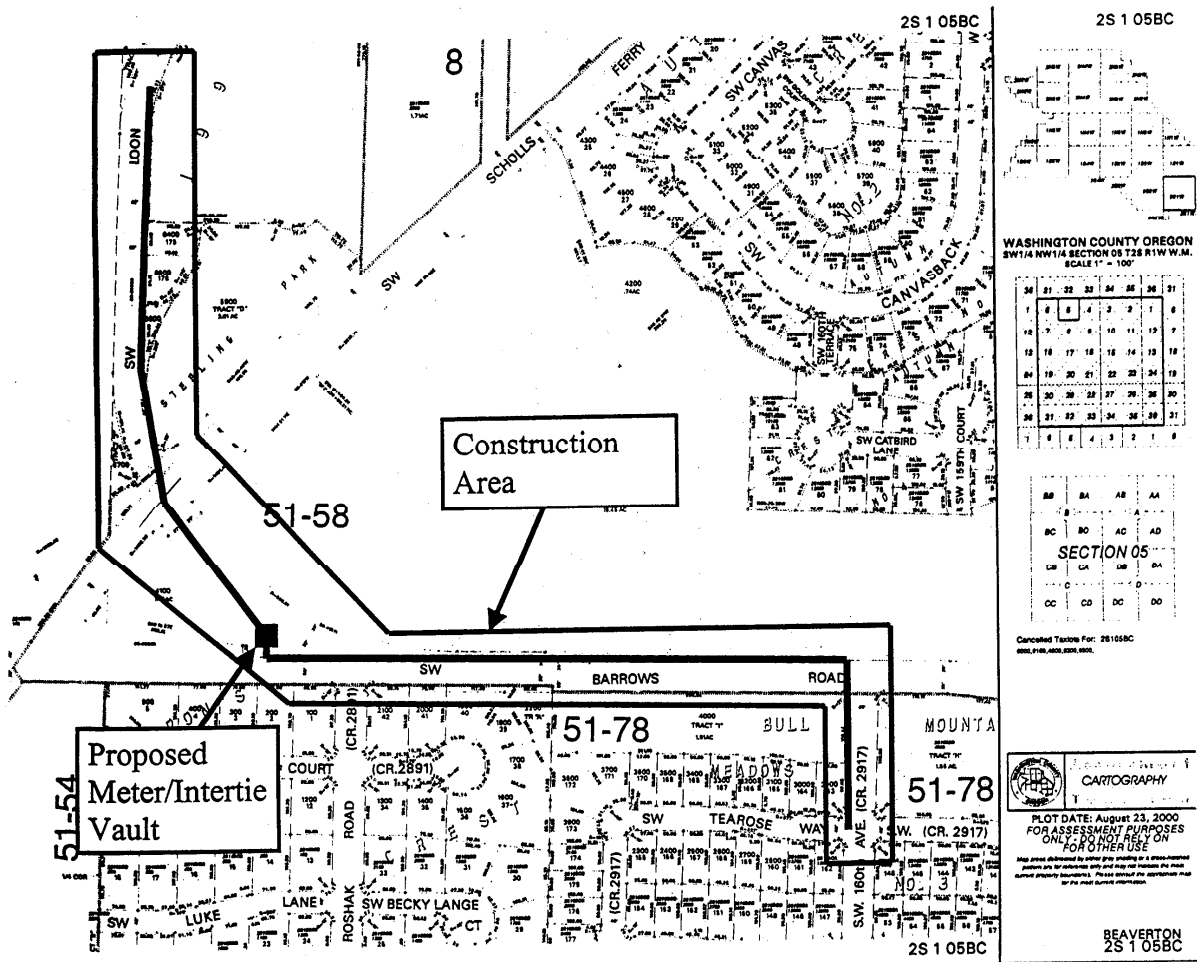




EXHIBIT D

121 S.W. Salmon, Suite 900 ■ Portland, Oregon 97204-2920 ■ PHONE 503.225.9010 ■ FAX 503.225.9022

October 15, 2001

Mr. David Winship, PE, PLS, WRE
City of Beaverton
Engineering Department
P.O. Box 4755
Beaverton, Oregon 97076-4755

Re: Proposal for Engineering Services for Beaverton and Tigard Intertie –
SW Barrows Road Piping Improvements

Dear David:

Please find attached our proposal for the above referenced project. As discussed, our Fiscal Year 2000/2001 – Water Works Improvements – Unit 1 service agreement includes the City of Beaverton's portion of efforts for the design of a meter and pressure reducing valve (PRV) vault to facilitate an additional water system intertie with the City of Tigard. This proposal addresses the engineering services necessary for the completion of the City of Tigard's portion of the joint project. These proposed intertie piping improvements would connect the vault to the City of Tigard's distribution system. This proposal will allow both the vault and piping improvements to be incorporated into a single contract document. It is understood that the City of Beaverton will prepare an Intergovernmental Agreement (IGA) for execution with the City of Tigard regarding the costs of design, construction and ownership of the proposed intertie piping improvements.

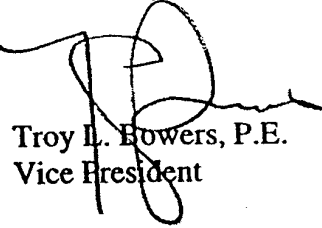
Attached to the scope of work are our Labor Hour and Fee Summary and proposed schedule. We will accomplish this work on a time and expenses basis according to the Schedule of Charges as included in our current Retainer Agreement with the City that is also attached. This authorized work will be completed for the not to exceed total amount of \$44,704 for all tasks identified in the attached revised scope of work, which includes a \$3,500 contingency. It is our understanding that the City will prepare a contract for personal services once City Council approval is obtained.

Mr. David Winship, PE, PLS, WRE
October 15, 2001
Page 2

Again, we look forward to completing this important work on behalf of the City. We also look forward to continued work with you, Beaverton staff and the City of Tigard. If you have any questions, please do not hesitate to call. Thank you.

Sincerely,

MURRAY, SMITH & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Troy L. Bowers", is written over the printed name and title.

Troy L. Bowers, P.E.
Vice President

Enclosures

Cc: Dennis Koellermeier, City of Tigard

JSJ:kgs

**SCOPE OF WORK
CITY OF BEAVERTON
ENGINEERING SERVICES FOR
BEAVERTON AND TIGARD INTERTIE SW BARROWS ROAD PIPING
IMPROVEMENTS
October 15, 2001**

This scope of work is for services related to the design and construction of the intertie piping between a proposed City of Beaverton's meter and pressure reducing valve (PRV) vault and the City of Tigard's water distribution system. Combined with the City's proposed meter and PRV vault project, the proposed intertie piping improvements will complete a proposed new water system connection between the Cities of Beaverton and Tigard. The background of the proposed intertie and project description is presented below followed by the proposed scope of services.

Project Background and Description

During the winter of 1999, the City of Tigard had an emergency water supply condition in which the Tigard's primary sources of water supply, the City of Portland and the City of Lake Oswego, were both unavailable to supply water to the City. The City of Portland was unable to provide supply due to high turbidity in Bull Run watershed. The City of Lake Oswego was unable to provide supply because the connection to the City of Tigard was out of service due to construction of improvements to that connection. The City of Beaverton was able to supply Tigard in this emergency situation through two existing metered interties at SW 135th Avenue and SW Scholls Ferry Road and at SW Springwood Drive and SW Scholls Ferry Road.

Subsequent to the 1999 emergency water supply condition, hydraulic analyses were conducted to evaluate the existing interties and to develop a potential new intertie site. From these analyses, it was recommended that a new intertie connection be constructed near the intersection of SW Scholls Ferry Road and SW Barrows Road that will connect Beaverton's 550-foot pressure zone to Tigard's 410-foot pressure zone. The hydraulic analysis also recommended that the pipeline size be 16-inches in diameter. The proposed intertie will be capable of providing higher flows than the existing connections and will facilitate potential long-term supply scenarios.

The City will design and construct the intertie connection piping between Beaverton and Tigard's distribution system on behalf of the City of Tigard and as authorized by an Intergovernmental Agreement between the two cities. The City of Tigard will reimburse the City of Beaverton for the design and construction of piping improvements as described below. The City of Beaverton is currently designing the combined meter and pressure reducing valve (PRV) vault along with the piping on the Beaverton side of the connection. The intertie piping improvements and the meter and PRV vault work will be separate bid

schedules within a single, combined bid package with the project being administered by the City of Beaverton.

The intertie connection piping will consist of approximately 1,350 feet of 16-inch diameter ductile iron pipe. The pipe alignment will run along SW Barrows between SW Roshak Road and SW 160th Avenue for approximately 1,150 feet, turning south on 160th Avenue for approximately 200 feet to SW Bulrush Lane where it will connect to the City of Tigard's system.

Scope of Services

The scope of services for the contemplated work is presented below.

Task 1 - Assess Existing Conditions

- A. Collect and analyze construction records, system mapping and system schematics of City water system and other utilities along SW Barrows Road and SW 160th Avenue.
- B. Receive topographic design survey of site as completed in Task 2 as needed to verify existing bounds, topography, features and location of improvements.
- C. Perform potholing utilizing vacuum excavation techniques to verify underground utilities in order to avoid conflicts. It is anticipated that up to six holes will be excavated.
- D. Develop complete site map of existing right-of-way pavement, landscaping features and utilities for use in designing the intertie piping improvements.

Task 2 - Design Survey

Work under this task includes the completion of a design survey to be used for developing base mapping needed for project design efforts. Services under this task include integrating the survey with base mapping previously developed for the meter/PRV vault design by the City.

Task 3 - Plans, Specifications and Estimates

- A. Prepare plans and specifications for the intertie piping improvements and incorporate with the previously identified meter and PRV contract documents. It is anticipated that the plans, separate of the meter and PRV vault portion of the project, will consist of a title page, general reference page, 3 plan and profile sheets, and 2 detail sheets, for 7 sheets total. Plan and profile sheets will be drawn at a horizontal scale of 1" = 20'.

- B. Obtain City and County street opening permits. It is noted that SW Barrows Road is a Washington County Road and, as such, a County permit will be required within SW Barrows Road right-of-way. Any fees or bonds to be provided by the City.
- C. Complete land use pre-application process including meeting with Beaverton City staff to determine permitting requirements for completing piping placement.
- D. Prepare a construction cost estimate for the work designed under this task.
- E. Incorporate the work designed under this task into the meter and PRV vault draft contract document package suitable for bidding and submit 5 additional sets to the Cities of Tigard and Beaverton for review. Revise as requested.
- F. Print and bind up to 35 total copies of the final contract documents and deliver to Cities. It is understood that this task will be shared with the corresponding printing task for the meter and PRV vault portion of the project.
- G. Print 5 additional copies of full size plans and deliver to the Cities of Tigard and Beaverton for their use.

Task 4 - Bidding and Award

Assist the City as requested. Respond to bidder inquiries during the bid period. Attend mandatory pre-bid meeting. Review Contractor qualifications. Prepare addenda as needed. Review bid results and make a contract award recommendation.

Task 5 - Services During Construction

Under this task, limited scope services will be performed during construction. It is assumed that the City will perform the contract administration work and MSA will provide the support to City staff as requested. The scope of these services as they apply to the Tigard work is proposed to be as follows:

- A. Coordinate preconstruction conference and prepare Notice to Proceed.
- B. Review and approve submittals required of the Contractor.
- C. Review construction surveying completed by the City of Beaverton.

- D. Perform periodic site visits to review the work. It is anticipated that up to 18 labor hours will be provided for this construction observation work. Prepare inspection reports documenting visits and observations. Submit to City.
- E. Review Contractor's monthly progress payment request as they apply to Tigard work with City staff. Prepare and submit Tigard's portion of the monthly progress payment report to the City of Beaverton.
- F. Conduct final inspection of the work and make recommendation to the City for final payment.
- G. Complete drawings of record. Provide one full size set of reproducible mylar drawings and one electronic copy.

LABOR HOUR AND FEE SUMMARY (Revised 10/15/01)
CITY OF BEAVERTON
ENGINEERING SERVICES FOR
BEAVERTON AND TIGARD INTERTIE - SW BARROWS ROAD PIPING IMPROVEMENTS

TASK	LABOR CLASSIFICATION (HOURS)									ESTIMATED FEES		
	Senior Principal	Associate	Senior Engineer	Engineer II	Engineer I	Senior Tech.	Tech.	Clerical	Total	Labor	Expenses	Total
Task 1 - Assess Existing Conditions		1	3	5	10	2	32	2	55	\$ 3,740	\$ 3,062	\$ 6,802
Task 2 - Design Surveys			2	2	4			2	10	\$ 692	\$ 3,000	\$ 3,692
Task 3 - Plans, Specifications and Estimates	2	8	28	40	50	4	112	12	256	\$ 18,108	\$ 1,350	\$ 19,458
Task 4 - Bidding and Award			5	8	4			5	22	\$ 1,544	\$ 78	\$ 1,622
Task 5 - Services During Construction		2	12	37	30		12	8	101	\$ 7,110	\$ 2,520	\$ 9,630
Contingency										\$ -	\$ 3,500	\$ 3,500
TOTAL - ALL TASKS									444	\$ 31,194	\$ 13,510	\$ 44,704



2000 SCHEDULE OF CHARGES

Personnel:

Senior Principal	\$123.00
Principal	113.00
Associate	103.00
Senior Engineer	98.00
Engineer V	89.00
Engineer IV	84.00
Engineer III	78.00
Engineer II	74.00
Engineer I	66.00
Senior Technician	75.00
Technician	62.00
Junior Technician	48.00
Administrator	55.00
Clerical	44.00

Project Expenses:

Expenses incurred in-house which are directly attributable to the project will be invoiced at actual cost. These expenses include the following:

Computer Aided Design and Drafting System	\$10.00/hr
Mileage	0.35/mile
Long Distance Telephone	At Cost
Lodging and Subsistence	At Cost
Postage	At Cost
Printing and Reproduction	At Cost

Outside Services:

Outside technical, professional and other services will be invoiced at actual cost plus 10 percent to cover administration and overhead.

RETAINER AGREEMENT

This is an agreement between the City of Beaverton, an Oregon municipal corporation, PO Box 4755, Beaverton OR 97076-4755 and MURRAY, SMITH & ASSOCIATES, INC. by which Consultant for a certain duration to be available to City on City's request to perform UTILITY INFRASTRUCTURE IMPROVEMENT SERVICES work with the personnel and for the fees described in Consultant's proposal attached as Exhibit A to this Retainer Agreement.

1. **Term.** Consultant agrees to make the personnel described in Exhibit A (or replacement personnel with equivalent qualifications satisfactory to City) available to perform the services described at the fees listed in that Exhibit upon notice by City if notice is delivered to Consultant at any time on or before JUNE 30, 2002.
2. **Scope of Work; Compensation.** The scope of the work to be performed by Consultant, the schedule for performing such work and the total compensation to be paid by City for the work shall be mutually agreed between City and Consultant following City's notice; provided, that if the parties have not mutually agreed to those terms and reduced them to writing within 30 days of City's notice, both parties' rights and obligations under this Retainer Agreement shall terminate. No compensation is due either party in consideration of this Retainer Agreement.
3. **Insurance.** Consultant agrees that no work for City shall commence until Consultant has provided proof satisfactory to the City of Commercial General Liability and Automobile Liability insurance with limits no less than \$1,000,000 per occurrence; workers' compensation and employer's liability insurance as required by state law; professional liability insurance appropriate for the consultant's profession and the type and size of job. The City, its officers, officials, agents, volunteers, and employees shall be covered as additional insured on the general liability and automobile liability policies. Consultants shall furnish the City with certificates and original endorsements effecting this coverage when signing the City's Personal Services Contract. Each policy required by the contract shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty days prior written notice by certified mail, return receipt requested, has been given to the City.
4. **Indemnity and Hold Harmless.** Consultant shall agree to indemnify, defend and hold the City, its officers, officials, boards, commissions, employees, volunteers, and agents harmless from and against all claims, damages, suits, costs, judgments, losses, and expenses including legal fees, attributable to a negligent act, error or omission of Consultant in its performance of the professional services for the City.
5. **Modifications.** Modifications of this Retainer Agreement shall not be effective unless reduced to writing and signed by both parties.

CITY OF BEAVERTON, OREGON

BY: _____

TITLE: _____

DATE: _____

APPROVED AS TO FORM _____

City Attorney

MURRAY, SMITH & ASSOCIATES, INC.

BY: _____

TITLE: _____

DATE: _____

EXHIBIT E

Water Intertie Pipeline and Master Meter Intergovernmental Agreement Between the City of Beaverton and the City of Tigard

Funding Plan

City	Type of Cost	Beaverton Budget Account	Cost Obligation	FY 01-02 Appropriation Required
Tigard	Engineering	505-75-3620-683 (1)	\$44,074	\$44,074
	Construction	505-75-3620-682 (1)	\$177,474	\$174,500
Beaverton	Engineering	505-75-3620-683 (1)	\$21,500	\$21,500
	Construction	505-75-3620-682 (1)	<u>\$236,000</u>	<u>\$136,000</u>
	Total		\$479,048	\$376,074

(1) Source of funding is the Water Construction Fund, Program: Water Extra-Capacity Supply System, New Interconnection /Meter to City of Tigard. Total budgeted for FY 01-02 in 505-75-3620 for this project is \$100,000.

City	Type of Cost	Cost Obligation
Tigard	Engineering	\$44,074
	Construction	<u>\$177,474</u>
	Subtotal	\$221,548
Beaverton	Engineering	\$21,500
	Construction	<u>\$236,000</u>
	Subtotal	\$257,500

AGENDA ITEM # 4
FOR AGENDA OF December 18, 2001

CITY OF TIGARD, OREGON COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Introduction of new Planning Commission members and alternate

PREPARED BY: Susan Koepping DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Appointments to the Planning Commission were made as part of the Consent Agenda of this meeting. The new Planning Commission members and the alternate will be acknowledged by the Council.

STAFF RECOMMENDATION

Introduce the new Planning Commission members Jodie Biennerth, Gretchen Buehner, Eileen Webb, and Tom Wolch, the alternate.

INFORMATION SUMMARY

Biennerth, Buehner and Webb will serve initial 4-year terms. Wolch will serve as alternate for 2 years or until he is appointed as member of the Planning Commission upon the resignation of a commissioner.

Planning Commission members and alternates serve as volunteers using their experience and knowledge for the benefit of the Tigard community.

OTHER ALTERNATIVES CONSIDERED

If action is delayed on the appointments, delay action on the introductions.

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Goal: City will maximize the effectiveness of the volunteer spirit to accomplish the greatest good for our community.

FISCAL NOTES

None

Agenda Item No.: _____
Meeting of: December 18, 2001

Packet Materials for

**CONSIDER AN OPTION TO PURCHASE
PROPERTY FOR THE PROPOSED NEW
LIBRARY SITE PENDING THE
APPROVAL OF THE PASSAGE OF THE
BOND MEASURE BY TIGARD VOTERS**

will be available on Friday, December 14, 2001

Contact the City Recorder's Office at 503-639-4171
for more information

Agenda Item No.: _____
Meeting of: December 18, 2001

Packet Materials for

**PUBLIC HEARING ON A BALLOT
MEASURE FOR THE MAY 21, 2002,
ELECTION FOR GENERAL OBLIGATION
BONDS FOR A NEW LIBRARY.**

will be available on Friday, December 14, 2001

Contact the City Recorder's Office at 503-639-4171
for more information

AGENDA ITEM # 7
FOR AGENDA OF 12/18/01

CITY OF TIGARD, OREGON
COUNCIL AGENDA ITEM SUMMARY

ISSUE/AGENDA TITLE Tigard Central Business District Association - Tree Lighting Update

PREPARED BY: J. Hendryx DEPT HEAD OK _____ CITY MGR OK _____

ISSUE BEFORE THE COUNCIL

Quarterly update to Council on Tigard Central Business District Association (TCBDA) activities.

STAFF RECOMMENDATION

N/A

INFORMATION SUMMARY

The President of the TCBDA will provide an update of recent community events sponsored by the TCBDA - Halloween and the tree lighting ceremony at Liberty Park.

OTHER ALTERNATIVES CONSIDERED

N/A

VISION TASK FORCE GOAL AND ACTION COMMITTEE STRATEGY

Community Character & Quality of Life - Community Events, #1 - Develop overall approach for sponsoring community events that establishes balance among popular or traditional standing events, requests for support of new events and limited City resources.

ATTACHMENT LIST

N/A

FISCAL NOTES

N/A